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UNITED STATES SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-Q

A92.2238

(Mark One)

[X] QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended January 31, 1992

[ ] TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission file number 0-8568

BEST COPY AVAILABLE

BESTWAY RENTAL, INC.
(Exact name of registrant as specified in its charter)

Delaware (State or other jurisdiction of incorporation or organization)	81-0332743 (I.R.S. Employer Identification No.
7800 Stemmons, Suite 320, Dallas, Texas (Address of principal executive offices)	75247 (Zip Code)

(214) 630-6655
(Registrant's telephone number, including area code)

(Former name, former address and former fiscal year, if changed since last report)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15 (d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes X No ___

APPLICABLE ONLY TO CORPORATE ISSUERS:

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Number of shares: 13,351,069

As of January 31, 1992

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BESTWAY RENTAL, INC.

QUARTERLY REPORT TO THE SECURITIES AND EXCHANGE COMMISSION

FOR THE QUARTER ENDED
January 31, 1992

PART I - Financial Information

ITEM 1. Financial Statements

Consolidated Unaudited Financial Statements

BESTWAY RENTAL, INC.
Consolidated Balance Sheets
January 31, 1992 (Unaudited) and July 31, 1991

ASSETS

	January 31, 1992	July 31, 1991
Cash	$ 59,845	$ 83,654
Prepaid expenses	66,925	51,670
Other assets	48,425	19,553
Rental merchandise, at cost	5,453,022	4,598,885
Less accumulated depreciation	2,142,757	1,755,724
Net rental merchandise	3,310,265	2,843,161
Property and equipment, at cost	1,809,262	1,737,690
Less accumulated depreciation	1,279,086	1,195,367
Net property and equipment	530,176	542,323
Goodwill, net of amortization	2,636,792	2,722,310
	$ 6,652,428	$ 6,262,671

LIABILITIES AND EQUITY

Accounts payable	$ 600,265	$ 531,723
Accrued liabilities	1,770,579	1,591,643
Notes payable	10,086,501	9,996,501
Preferred stock, $10.00 par value; 1,000,000 shares authorized, none issued	—	—
Common stock, $.01 par value; 25,000,000 shares authorized; 13,351,069 shares issued outstanding at January 31, 1992, and July 31, 1991, respectively	133,511	131,511
Paid-in capital	10,649,271	10,639,271
Accumulated deficit	(16,587,699)	(16,627,978)
Total equity	(5,804,917)	(5,857,196)
	$ 6,652,428	$ 6,262,671

The accompanying notes are an integral part of the financial statements.

BESTWAY RENTAL, INC.

Consolidated Statements of Income
For the three and six months ended
January 31, 1992 and January 31, 1991
(unaudited)

	Three Months Ended		Six Months Ended	
	January 31, 1992	January 31, 1991	January 31, 1992	January 31, 1991
Revenue				
Rental	$ 2,000,432	$ 1,434,539	$ 3,806,135	$ 2,845,207
Other	323,538	234,004	620,593	482,456
Total revenue	$ 2,323,970	$ 1,668,543	$ 4,426,728	$ 3,327,663
Expenses				
Depreciation of rental units	$ 568,198	$ 408,762	$ 1,082,370	$ 802,867
Cost of sales and other direct costs	75,303	145,360	142,135	333,614
Amortization of goodwill	42,759	42,759	85,518	85,518
Store operating expenses	1,031,802	881,865	2,004,985	1,698,647
Administrative expenses	273,702	290,091	544,083	541,769
Interest expense	264,932	206,282	527,358	413,706
Total expenses	$ 2,256,696	$ 1,975,119	$ 4,386,449	$ 3,876,121
Earnings (loss) before income tax provision	$ 67,274	$ (306,576)	$ 40,279	$ (548,458)
Income tax expense	37,411	—	42,771	—
Net income (loss) before extraordinary item	$ 29,863	$ (306,576)	$ (2,492)	$ (548,458)
Extraordinary item - utilization of tax operating loss carryforward	37,411	—	42,771	—
Net income (loss)	$ 67,274	$ (306,576)	$ 40,279	$ (548,458)
Earnings (loss) per share	$ .01	$ (.02)	$ .00	$ (.04)
Weighted average common shares outstanding	13,351,069	13,115,069	13,284,402	13,115,069

The accompanying notes are an integral part of the financial statements.

BESTWAY RENTAL, INC.

Consolidated Statement of Stockholders' Equity

for the six months ended January 31, 1992

(Unaudited)

	Common Stock Shares	Common Stock Amount	Paid-In Capital	Retained Earnings
Balance at July 31, 1991	13,151,069	$ 131,511	$10,639,271	$(16,627,978)
Stock Bonuses	200,000	2,000	10,000	
Net income for the six months ended January 31, 1992				40,279
Balance at January 31, 1992	13,351,069	$ 133,511	$10,649,271	$(16,587,699)

The accompanying notes are an integral part of the financial statements.

BESTWAY RENTAL, INC.
Consolidated Statements of Cash Flows
For the six months ended January 31, 1992 and January 31, 1991
(unaudited)

	Six Months Ended	
	January 31, 1992	January 31, 1991
Cash flows from operating activities:		
Income from operations	$ 40,279	$ (548,458)
Depreciation and amortization	1,251,607	997,143
Net change in prepaid expenses accounts payable and accrued expenses	(73,973)	253,217
Deferred interest	277,324	249,717
Stock bonuses	12,000	—
Net cash flows provided by operating activities:	1,507,237	951,619
Cash flows from investing activities:		
Purchase of rental units and equipment	(1,691,659)	(1,461,401)
Additions to leaseholds and equipment	(71,572)	(53,433)
Net book value of rental units retired	142,185	318,447
Net cash flows used in investing activities	(1,621,046)	(1,196,387)
Cash flows from financing activities:		
Proceeds of notes payable	90,000	500,000
Repayment of notes payable	—	(246,818)
Net cash flows provided by financing activities	90,000	253,182
Net increase/(decrease) in cash	(23,809)	8,414
Cash at the beginning of the year	83,654	64,554
Cash at the end of the quarter	$ 59,845	$ 72,968

The accompanying notes are an integral part of the financial statements.

BESTWAY RENTAL, INC.

NOTES TO UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS

1. References to Previous Disclosures

The consolidated financial statements included herein have been prepared by the Company without audit. Certain information and footnote disclosure normally included in financial statements prepared in accordance with generally accepted accounting principles have been condensed or omitted or are incorporated herein by reference to the financial statements included in the Company's 1991 Form 10-K. Management believes that the disclosures are adequate to make the information presented not misleading and that all adjustments deemed necessary for a fair statement of the results for the interim period have been reflected. It is suggested that these condensed financial statements be read in conjunction with the financial statements and the notes thereto included in the Company's 1991 Form 10-K, particularly with regard to disclosure relating to significant accounting policies.

2. Debt Obligations

The following table outlines the Company's total notes payable at January 31, 1992:

	Total
Senior secured debt	$ 4,918,665
Subordinated debt	5,167,836
	$10,086,501

On March 4, 1992, the Company restructured its senior secured loan agreement. Under the terms of the agreement, the Company's senior secured lender has agreed to reduce the Company's indebtedness to $750,000 from a total of $4,918,665 after a cash payment to the secured lender of $1,500,000. The cash payment was funded by four senior subordinated promissory notes to certain parties, some of whom are also related parties or affiliates of the Company as described below:

Lender	Relationship to registrant	Amount of note	Payable in full	Monthly interest
O'Donnell & Masur L.P.	Subordinated debt holder, stockholder and has as one of its principals, a director of the Company	$700,000	Aug 31, 1993	Prime plus 1 1/2%

Lender	Relationship to registrant	Amount of note	Payable in full	Monthly interest
Euless Aero Components	Affiliate, that has as one of its directors and shareholders the Company's President and Chairman of the Board of Directors	$500,000	Aug 31, 1993	Prime plus 1 1/2%
Search Exploration, Inc	Affiliate, that has as one of its directors and shareholders, one of the Company's directors	$200,000	Aug 31, 1993	12%
Jack E. Meyer	Director and shareholder of the Company	$100,000	Aug 31, 1993	12%

Additionally, the $650,000 the Company received in 1991 that was funded by O'Donnell and Masur L.P. through a participation agreement with the Company's senior secured lender has been restructured into a senior subordinated promissory note with the principal payable in full on August 31, 1993 and interest calculated at a rate of prime plus one and one-half percent. The remaining balance of the Company's senior secured indebtedness of $2,018,665 will be written off as of March 4, 1992.

The restructured senior secured replacement loan agreement in the amount of $750,000 is payable on December 31, 1992 with interest calculated monthly at a rate of twelve percent.

The Company has no available and unused credit at March 4, 1992. Since September, 1991, all cash obligations of the Company, including purchases of replacement merchandise and growth in units on rent, have been funded from operating cash flows.

The restructured loan agreement includes certain restrictive covenants which prohibit the payment of dividends and restrict the amount of payments to subordinated debtholders. Substantially all the Companys assets are pledged to the senior secured lender under this restructured loan agreement.

The Company did not make scheduled principal and interest payments which were due under the Company's subordinated loan agreements in the quarter ended January 31, 1992. Under the terms of the Companys restructured senior secured loan agreement, any material principal or interest obligation to any other creditor which is not paid when due is an event of default on the restructured loan.

The Company has not made required principal and interest payments aggregating $2,377,500 and $1,205,953, respectively, on its subordinated debt as of the quarter ended January 31, 1992.

3. Income Tax Expense

The Federal income tax expense for the three and six months ended January 31, 1992 represents the Company's liability after adding the amortization of goodwill with the Company's three and six months earnings and using a 34% tax base. The extraordinary item represents the utilization of the Company's tax operating loss carryforward.

4. Earnings Per Share

Earnings per common share have been computed based upon the weighted common shares outstanding during each period. Weighted average common shares used in the computation of earnings per share were as follows:

	Three Months Ended		Six Months Ended	
	January 31, 1992	January 31, 1991	January 31, 1992	January 31, 1991
Weighted average common shares outstanding	13,351,069	13,115,069	13,284,402	13,115,069

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Results of Operations

Revenue in the quarter ended January 31, 1992 increased 39% compared with the quarter ended January 31, 1991. Revenue increased 43% in the company's Southeast region of operations and 27% in the Company's Midwest region of operations during that period. Revenue in the six months ended January 31, 1992 increased 33% compared with the six months ended January 31, 1991. The Company's Southeast region experienced a 40% increase in revenue and the Midwest region experienced a 12% increase in revenue during the first six months of this year compared with last year. The revenue increase in both the three and six months is due to a more effective execution in operations.

Store operating expenses for the three and six months ended January 31, 1992 increased 17% and 18%, respectively, due to higher wage and salary expense, cost of repairing delivery vans and increased advertising program expense. Interest expense increased 28% and 27%, respectively, due to the Company's amended secured and subordinated debt agreement under which the interest rate increased from 6% to 10% in July, 1991.

Financial Condition, Liquidity and Capital Resources

Cash flow provided by operations for the six months ended January 31, 1992 increased by $555,618, or 58% due to decreases in operating losses. Purchases of rental merchandise increased by $230,000 in the six months ended January 31, 1992 compared to the same period last year. These inventory purchases were to replace rental merchandise that was purchased by customers either by full pay out under the rental agreement or by exercise of the customer's early purchases option and to provide inventory for the Company's increase in units on rent.

The Company's total notes payable at January 31, 1992 consists of $4,918,665 senior secured debt, $5,167,836 subordinated debt, for a total notes payable of $10,086,501. On March 4, 1992, the Company restructured its senior secured loan agreement. Under the terms of the agreement, the Company's senior secured lender has agreed to reduce the Company's indebtedness to $750,000 from a total of $4,918,665 after a cash payment to the secured lender of $1,500,000. The cash payment was funded by four senior subordinated promissory notes to certain parties, some of whom are also related parties or affiliates of the Company.

Additionally, the $650,000 the Company received in 1991 that was funded by O'Donnell and Masur L.P. through a participation agreement with the Company's senior secured lender has been restructured into a senior subordinated promissory note with the principal payable in full on August 31, 1993 and interest calculated at a rate of prime plus one and one-half percent. The remaining balance of the Company's senior secured indebtedness of $2,018,665 will be written off as of March 4, 1992.

at a rate of prime plus one and one-half percent. The remaining balance of the Company's senior secured indebtedness of $2,018,665 will be written off as of March 4, 1992.

The restructured senior secured replacement loan agreement in the amount of $750,000 is payable on December 31, 1992 with interest calculated monthly at a rate of twelve percent.

The Company has no available and unused credit at March 4, 1992. Since September, 1991, all cash obligations of the Company, including purchases of replacement merchandise and growth in units on rent, have been funded from operating cash flows.

The restructured loan agreement includes certain restrictive covenants which prohibit the payment of dividends and restrict the amount of payments to subordinated debtholders. Substantially all the Company's assets are pledged to the senior secured lender under this restructured loan agreement.

The Company did not make scheduled principal and interest payments which were due under the Company's subordinated loan agreements in the quarter ended January 31, 1992. Under the terms of the Company's restructured senior secured loan agreement, any material principal or interest obligation to any other creditor which is not paid when due is an event of default on the restructured loan.

The Company has not made required principal and interest payments aggregating $2,377,500 and $1,205,953, respectively, on its subordinated debt as of the quarter ended January 31, 1992.

With the restructuring of the Company's senior secured loan agreement and the Company reporting profits, management believes its level of operations generates adequate cash flow to replace paid out units and meet its cash obligations.

PART II - Other Information

ITEM 3. Defaults Upon Senior Securities

The information required is contained in Note 2 to Unaudited Consolidated Financial Statement for the quarter ended January 31, 1992 in this Form 10-Q and is incorporated herein by reference thereto.

ITEM 6. Exhibits

(a) Exhibits required by Item 601 of Regulation S-K

10.11 Seventh amendment to revolving loan, security agreement and collaterized guaranty (1)

(1) Filed as exhibit to Form 10-Q for quarter ended January 31, 1992, incorporated herein by reference.

(b) Reports on Form 8-K

none

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

BESTWAY RENTAL, INC.

March 13, 1992

Beth A. Durrett

Beth A. Durrett
Vice President - Controller
(Principal Financial Officer and duly authorized to sign on behalf of the Registrant)

SEVENTH AMENDMENT TO

REVOLVING LOAN, SECURITY AGREEMENT,

AND COLLATERALIZED GUARANTY

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SEVENTH AMENDMENT TO

REVOLVING LOAN, SECURITY AGREEMENT,

AND COLLATERALIZED GUARANTY

THIS SEVENTH AMENDMENT TO REVOLVING LOAN, SECURITY AGREEMENT AND COLLATERALIZED GUARANTY ("Amendment") is entered into as of March 4, 1992, by and among BESTWAY RENTAL, INC. a Delaware corporation, formerly known as Amarco Resources Corporation ("Borrower"), EZY ACQUISITION, INC., a Delaware corporation ("EZYAI"), EZY RENTAL, INC., a Tennessee corporation ("EZY"), U.S. CREDIT-SERVICE CORPORATION, a Missouri corporation ("U.S. Credit"), K.C. RESOURCE SERVICE CORPORATION, a Missouri corporation ("KC"), and WESTDALE DATA SERVICE, INC., a Texas corporation ("WDS") (EZYAI, EZY, U.S. Credit, KC, and WDS collectively, "Guarantors," and individually, "Guarantor"), each of the Borrower and Guarantors having its principal place of business at 7800 Stemmons Freeway, Suite 320, Texas 75247 and GLENFED FINANCIAL CORPORATION, a California corporation, having its place of business at 12720 Hillcrest Road, Suite 700, Dallas, Texas 75230 ("Lender").

RECITALS:

This Amendment is entered into upon the basis of the following facts and circumstances:

A. Borrower, EZYAI, EZY, U.S. Credit, KC and Lender have previously entered into that certain Revolving Loan, Security Agreement and Collateralized Guaranty dated as of February 24, 1988, as amended by that certain First Amendment to Revolving Loan, Security Agreement and Collateralized Guaranty dated as of May 17, 1988, that certain Second Amendment to Revolving Loan, Security Agreement and Collateralized Guaranty dated as of September 23, 1988, that certain Third Amendment to Revolving Loan, Security Agreement and Collateralized Guaranty dated as of April 4, 1990, that certain Fourth Amendment to Revolving Loan, Security Agreement and Collateralized Guaranty dated as of July 19, 1990, that certain Fifth Amendment to Revolving Loan, Security Agreement and Collateralized Guaranty dated as of October 2, 1990 (which was also executed by WDS), and that certain Sixth Amendment to Revolving Loan, Security Agreement and Collateralized Guaranty dated as of June 20, 1991 (as amended, the "Agreement").

B. Pursuant to the Agreement, Lender advanced certain sums to Borrower (the "Loan"). The Loan is currently evidenced by that certain Secured Renewal, Extension and Modification Promissory Note (the "Note") in the original principal amount of $4,648,477.74 (the "Original Principal Balance") dated as of February 24, 1991 and executed by Borrower in favor of Lender, and that certain Secured Capitalization Promissory Note in the original principal amount of not to exceed $275,000.00 dated as of February 25, 1991, executed by Borrower in favor of Lender.

C. The Loan and the Note are secured by, inter alia, the Collateral as defined and set forth in the Agreement.

D. Borrower, Guarantors and Lender desire to amend and modify the Loan and the Agreement and Other Agreements (as defined in the Agreement) as more fully set forth hereinbelow (the "Modification").

E. As further consideration to Lender for consenting to and entering into the Modification, Borrower has agreed to deliver to Lender a Termination and Release of Participation Interest (the "Participation Release"), duly executed by OM (as hereinafter defined), a Second Amendment to Intercreditor and Subordination Agreement (the "Amendment to Intercreditor Agreement"), duly executed by OM, and an Amendment to Pledge Agreement (the "Amendment to Pledge Agreement"), duly executed by Borrower (this Amendment, the Participation Release, the Amendment to Pledge Agreement, the Amendment to Intercreditor Agreement, and each and all such other instruments, statements, documents and agreements executed and/or delivered as part of or in conjunction with the Modification shall hereinafter be collectively referred to as the "Loan Documents").

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises of the parties contained herein and in further consideration for the making of the Modification, the parties hereto agree as follows:

ARTICLE 1

Conditions Precedent To Modification

Lender's covenants, obligations and agreements herein contained, including, without limitation, Lender's agreement to make the Modification, are expressly contingent upon full and complete satisfaction, on or before the Modification Date (as hereinafter defined), of each and all of the following:

1.1 Principal Payment. Borrower shall pay, or cause to be paid on behalf of Borrower, to Lender by wire transfer on or before March 4, 1992 (the "Modification Date"), the sum of One Million Five Hundred Thousand Dollars ($1,500,000), which sum so paid shall be applied against the outstanding Original Principal Balance of the Note.

1.2 Interest Payment. Borrower shall pay, or cause to be paid on behalf of Borrower, to Lender by wire transfer on or before the Modification Date an amount equal to all then accrued but unpaid interest on the Original Principal Balance of the Note through the date of such payment.

1.3 Costs, Fees and Expenses. Borrower shall pay, or cause to be paid on behalf of Borrower, to Lender, or as Lender may direct, by wire transfer on the Modification Date all reasonable costs, fees and expenses (including, without limitation, all reasonable legal fees and costs and the costs of any and all filing, closing, recording or documentation fees) incurred or to be incurred by Lender related in any way to the Modification or any of the events or transactions set forth in this Amendment. Lender acknowledges that Borrower has previously deposited with Lender the sum of $20,000.00 to be applied against such costs, fees and expenses.

1.4 Replacement Note. Borrower shall duly execute and deliver to Lender on the Modification Date that certain Full Replacement Secured Promissory Note (the "Replacement Note") in the original principal amount of Seven Hundred Fifty Thousand Dollars ($750,000.00) in favor of Lender and in form and substance identical to Exhibit A attached hereto and incorporated herein by this reference.

1.5 Release of Participation Interest. Borrower shall cause O'Donnell & Masur, L.P., a Delaware limited partnership

("OM") to duly execute and deliver to Lender on or before the Modification Date the Participation Release in form and substance identical to Exhibit B attached hereto and incorporated herein by this reference. Upon the timely satisfaction of all of the conditions precedent contained in this Article 1 on the Modification Date, Lender shall deliver to Borrower or to Borrower's direction, without warranty or recourse of any kind, that certain Secured First Participation Advance Promissory Note dated as of March 27, 1991 and that certain Secured Second Participation Advance Promissory Note dated April 16, 1991.

1.6 Intercreditor and Subordination Agreement. Borrower shall cause OM to duly execute and deliver, and Borrower shall duly execute and deliver, to Lender the Amendment to Intercreditor Agreement in form and substance identical to Exhibit C attached hereto and incorporated herein by this reference.

1.7 Further Assurances. Borrower shall execute, acknowledge and deliver to Lender, or cause to be executed, acknowledged and delivered to Lender by Guarantors and others, all such other documents, instruments, certificates and agreements, and take or cause to be taken such other acts or events, as Lender may reasonably require to evidence, consummate, secure or establish any part of the Modification.

1.8 Representations and Warranties and Covenants. The factual statements, representations and warranties contained in this Amendment or otherwise made on behalf of Borrower and/or the Guarantors in connection with the Modification, including, without limitation, the reaffirmation of Borrower's and Guarantors' representations and warranties contained in the Agreement and all of the Other Agreements, shall be true and correct as of the Modification Date as if such representations and warranties were made as of the Modification Date and Borrower and Guarantors shall as of the Modification Date expressly restate and reaffirm each and all of their respective covenants, agreements and obligations contained in the Agreement.

1.9 No Default. Other than as set forth on Exhibit D attached hereto and incorporated herein by this reference, no Event of Default (as hereinafter defined) or an event which, with the passage of time, or the delivery of notice, or both, would constitute an Event of Default hereunder or a default or Default under the Agreement or any of the Other Agreements shall have occurred.

1.10 Compliance. All agreements and conditions contained herein required to be performed and complied with by Borrower and/or Guarantors prior to or on the Modification Date shall have been complied with and performed in all material respects.

1.11 Payments. Borrower shall have paid to Lender (1) such of the expenses specified in the Agreement or in any of the Other Agreements as may be then due and payable, and (2) any funds required by Lender to be delivered to Lender pursuant to any of the Other Agreements.

1.12 Other Documents. Lender shall have received such other documents and assurances as may be reasonably requested by Lender or its counsel.

1.13 Certificates. All acts taken by Borrower and Guarantors in connection with the Modification shall be reasonably satisfactory in form and substance to Lender and to Lender's counsel, and Lender shall have received (1) duly certified resolutions of the Board of Directors of Borrower and of each Guarantor, duly authorizing the execution and delivery of this Amendment and the other Loan Documents and the consummation of the transactions contemplated thereby, (2) a certificate of Borrower and of each Guarantor that there are no actions, suits or proceedings pending or threatened against or affecting Borrower, any Guarantor or the Collateral in any court at law or in equity, or before or by any governmental department, commission, board, bureau, agency or instrumentality which might adversely affect (i) the ability of Borrower or any Guarantor to perform its obligations under each of the Loan Documents, (ii) the priority of Lender's first lien upon the Collateral, (iii) the right of Borrower or any Guarantor to use or lease any of the Collateral, respectively, or (iv) the title to the Collateral, (3) a certificate of Borrower and of each Guarantor as to authority, incumbency and signature of its authorized agents, (4) (i) Certificates of good standing for Borrower from the Secretary of State of Delaware and the Comptroller of Public Accounts of the State of Texas and Certificate of Existence from the Secretary of State of Texas, (ii) for EZYAI from the Secretary of State of Delaware, (iii) for EZV from the Secretary of State of Tennessee and Alabama, (iv) for U.S. Credit from the Secretary of State of Missouri and Illinois, (v) for K.C. from the Secretary of State of Missouri and (vi) for WDS from the Comptroller of Public Accounts of the State of Texas and Certificate of Existence from the Secretary of State of Texas, (5) certified copy of Borrower's and each Guarantor's Articles of Incorporation and By-Laws and (6) such authenticated copies of such other documents and certificates on other matters as Lender may require.

1.14 Compliance with Covenants. Except with respect to those obligations set forth on Exhibit D hereto, Borrower and Guarantors shall have delivered to Lender evidence satisfactory to Lender of Borrower's and Guarantors' compliance with each and all of their respective covenants, conditions and obligations set forth in the Agreement and all of the Other Agreements.

ARTICLE 2

Borrower's Covenants

Borrower covenants and agrees for the benefit of Lender that, as of the date hereof and at all times until the Obligations, including, without limitation, the Note, together with interest thereon, are repaid in full and all other obligations of Borrower and Guarantors under any of the Other Agreements are satisfied in full:

2.1 Notice of Event of Default. Borrower and Guarantors shall promptly notify Lender in writing of the occurrance of any event which would become an Event of Default upon the giving of notice or the lapse of time or both.

2.2 Trade Names. Borrower nor any Guarantor shall, without Lender's prior written consent, which consent shall not be unreasonably withheld, change the place of business of Borrower or any Guarantor or change the legal, trade or fictitious business names used by Borrower or any Guarantor and shall, upon Lender's request, execute any additional

financing statements and other certificates necessary to reflect any such change in its trade names or fictitious business names.

2.3 Ownership of EZYAI. Without Lender's prior written consent, Borrower shall not encumber, pledge, sell, assign or transfer any of its shares of or any other beneficial ownership interest in EZYAI, or sell, contract to sell, pledge, encumber, assign or otherwise transfer any such shares or any other beneficial ownership interest in EZYAI, whether voluntarily or involuntarily or by operation of law. Borrower covenants and agrees that without the prior written consent of Lender, the Articles of Incorporation and By-laws of EZYAI shall not be modified, terminated or amended, nor shall EZYAI be dissolved, liquidated, merged, consolidated or terminated, whether by operation of law or otherwise.

ARTICLE 3

Representations and Warranties

3.1 Organization, Standing, etc. of Borrower. Borrower represents and warrants that it has all requisite power and authority to enter into this Amendment and each of the Loan Documents and to consummate the transactions thereby contemplated.

3.2 Subsidiaries of Borrower. Borrower represents and warrants that Borrower is the sole shareholder of EZYAI and that EZYAI is the sole shareholder of EZY and U.S. Credit and U.S. Credit is the sole shareholder of KC.

3.3 Authority to Enter into Amendment. Borrower and each Guarantor represent and warrant that Borrower and each Guarantor, respectively, have all requisite power and authority to enter into this Amendment and to carry out the provisions of the Loan Documents. The execution, delivery and performance of the Loan Documents have been duly authorized by the Board of Directors of Borrower and each Guarantor and no other action by them or any other person, is requisite to the execution, delivery and performance of the Loan Documents.

3.4 Title to Collateral. Borrower and each Guarantor represent and warrant that they have good and marketable title to their respective portion of the Collateral free and clear of all liens and encumbrances, excepting only Lender's liens and the Junior Indebtedness and other liens permitted by the Agreement, and no portion of the Collateral or any of Borrower's or Guarantors' interest therein has been transferred except as previously consented to in writing by Lender.

3.5 No Default. Except as set forth on Exhibit D hereto, Borrower and each Guarantor represent and warrant that there are no Defaults or Events of Default (or any event that with the passage of time and/or giving of notice would constitute an Event of Default or Default) under the Agreement or any of the Other Agreements.

3.6 Litigation. Borrower and each Guarantor represent and warrant that there are no actions, suits or proceedings pending or threatened against or affecting Borrower or any Guarantor or the Collateral in any court at law or in equity, or before or by any governmental department, commission, board, bureau, agency or instrumentality that might materially adversely affect the ability of any such person to perform its

obligations under each of the Loan Documents or might adversely affect the priority of Lender's first lien upon the Collateral, except as set forth on Exhibit D attached hereto and incorporated herein by this reference.

3.7 Compliance With Other Instruments. Borrower and each Guarantor represent and warrant that there is no violation of or default with respect to any term or provision of the Articles of Incorporation or By-laws of Borrower or any Guarantor, respectively, or, except as set forth on Exhibit D hereto, of any mortgage, deed of trust, indenture, contract, agreement or instrument applicable to Borrower, any Guarantor or the Collateral, or by which Borrower, any Guarantor or the Collateral is bound, and the execution, delivery, performance of, or compliance with, each and all of the Loan Documents will not result in any such violation or be in conflict with or constitute a default under any such term or provision, or result in the creation of any security interest, lien or charge on any of the properties or assets of Borrower or any Guarantor other than the lien created by the Agreement, any Other Agreement or otherwise contemplated by this Amendment.

3.8 Compliance with Law. Borrower and each Guarantor represent and warrant that the consummation of the transactions contemplated by the Loan Documents will not conflict with or result in a breach of any law or any regulation, order, writ, injunction or decree of any court or governmental instrumentality.

3.9 Governmental Authorization. Borrower and each Guarantor represent and warrant that in connection with the execution and delivery of each of the Loan Documents, or the carrying out of or performance of any of the transactions required or contemplated hereby or thereby, no consent, approval or authorization of or registration, declaration or filing with any governmental or public body or authority is required.

3.10 Financial Statements. Borrower and each Guarantor represent and warrant that any financial statements heretofore delivered to Lender by Borrower and Guarantors, in all material respects, fairly present in a consistent manner the respective financial conditions of the subjects thereof in accordance with generally accepted accounting principles as of the respective dates thereof; and no material change has occurred in the financial conditions reflected therein since the respective dates thereof; and no additional borrowings have been made by Borrower or any Guarantor since the date of such financial statements, other than contemplated by this Amendment.

3.11 Loan Documents. Borrower and each Guarantor represent and warrant that the Loan Documents have been duly authorized, executed and delivered and are valid and legally binding, subject, however, to the provisions of applicable insolvency laws of general application.

3.12 Securities Activities. Borrower represents and warrants that Borrower is not engaged principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying any Margin Stock (as defined in Regulation U of the Board of Governors of the Federal Reserve System in effect from time to time) and not more than twenty-five percent (25%) of the value of the assets of Borrower consists of such Margin Stock.

3.13 Disclosure. None of Borrower's or any Guarantors' representations or warranties contained in this Amendment or any other document, certificate or written statement furnished to Lender by or on behalf of Borrower or any Guarantor contains any untrue statement of a material fact necessary in order to make the statements contained herein or therein (when taken in their entirety) not misleading. There is no fact known to Borrower or any Guarantor which materially and adversely affects the business, operations, assets or conditions (financial or otherwise) of Borrower, any Guarantor or the Collateral which has not been disclosed in this Amendment or in other documents, certificates and written statements previously furnished to Lender.

3.14 Guaranties. Each and all of the Guarantors hereby expressly restate and reaffirm their respective Guaranty as of the date hereof, including, without limitation, acknowledging that the Replacement Note is part of the Obligations as set forth in the Agreement.

ARTICLE 4

Default and Remedies

4.1 Events of Default. The occurrence of any one or more of the following shall constitute events of Default ("Events of Default") hereunder and under the Agreement and Other Agreements:

(a) Any failure on Borrower's or any Guarantor's part to comply with any covenant or agreement contained in this Amendment which remains uncured fifteen (15) days following written notice thereof;

(b) Any representation or warranty or disclosure made to the Lender by Borrower or any agent of Borrower or by any Guarantor proves to be false or misleading on the date as of which made, whether or not such representation or warranty or disclosure appears in this Amendment;

(c) The occurrence of a Default or an Event of Default under the Agreement or any of the Other Agreements, including, without limitation, the Note;

(d) The occurrence of any event that, in Lender's sole judgment, materially adversely affects (i) the ability of Borrower to perform any of its obligations hereunder or under the Agreement or any of the Other Agreements or the ability of any of the Guarantors to perform any of their respective obligations under any of the Guaranties; (ii) the priority of Lender's first lien on the Collateral; (iii) the business or financial condition of Borrower or any of the Guarantors; or (iv) the business, financial condition, operations or value of the Collateral;

4.2 Right to Operate the Collateral. Upon the occurrence of an Event of Default, Lender shall have the right, in addition to such other rights and remedies available to Lender hereunder to take possession of the Collateral, or any part thereof, to take over and operate the Collateral or any part thereof and, for those purposes, to make disbursements. Any contracts entered into or indebtedness incurred in the exercise of such right may be executed in the name of Borrower, for which purpose Lender is hereby authorized and irrevocably appointed the attorney-in-fact of Borrower, (said appointment being coupled with an interest) to

enter into such contracts and incur such obligations and to enforce any contracts or agreements theretofore made by or on behalf of Borrower and to do any and all things necessary or proper to operate the Collateral or any part thereof. In no event shall Lender be required to expend its own funds to operate the Collateral, but Lender may, at its option, advance such funds. Any funds so advanced shall be secured by the Collateral and shall be paid to Lender by Borrower on demand, together with interest at the Default Rate set forth in the Note from the date of advance until paid.

4.3 Acceleration. Upon the occurrence of an Event of Default hereunder, the unpaid balance of the Note and all other Obligations shall, at the option of Lender, become immediately due and payable, provided, however, if the occurrence which constitutes the Event of Default is the filing of a voluntary or involuntary petition by or against Borrower under any Section or Chapter of the United States Bankruptcy Code, the unpaid balance of the Note and all other Obligations shall become immediately due and payable without any action on the part of Lender. All notice and cure periods provided herein and in any of the Other Agreements shall run concurrently with any notice or cure periods provided by law.

4.4 Remedies Are Cumulative. Borrower and each Guarantor acknowledges and agrees that upon the occurrence of any Default or Event of Default hereunder, Lender may, at its sole option, undertake the cure of such Default or Event of Default without prejudice to, or being deemed to have exercised, any other rights of Lender under any of the Other Agreements. All remedies provided for herein are cumulative and shall be in addition to any and all other rights and remedies under any of the Other Agreements or provided by law, including without limitation banker's lien and right of off-set. The exercise of any right or remedy by Lender hereunder shall not in any way constitute a cure or waiver of any Default or Event of Default hereunder or under any of the Other Agreements or invalidate any act done pursuant to any notice of default, or prejudice Lender in the exercise of any of its rights hereunder or under any of the Other Agreements.

ARTICLE 5

Miscellaneous

5.1 Default. Borrower and each Guarantor hereby acknowledges and agrees that a breach by Borrower or any Guarantor of any term, provision, covenant or condition herein set forth or herein required of Borrower or any Guarantor to be kept or performed, respectively, and which is not kept or performed pursuant to the terms hereof, shall constitute a Default and/or an Event of Default hereunder, under the Agreement and Other Agreements, subject to any cure periods contained therein.

5.2 References. Any and all references to the Note and/or the Obligations, whether in this Amendment, in the Agreement or any of the Other Agreements, including, without limitation, that certain Pledge Agreement dated October 26, 1990 executed by Borrower in favor of Lender, that certain Pledge Agreement dated February 24, 1988 executed by U.S. Credit in favor of Lender and that certain Pledge Agreement dated May 17, 1988 executed by EZYAI in favor of Lender, or otherwise, shall mean and include the Replacement Note, and all modifications, renewals, supplements, replacements and

restatements thereof. Any and all references to the Agreement, whether in this Amendment, in the Agreement, any of the Other Agreements or otherwise, shall mean the Agreement as amended, modified and supplemented by this Amendment. All references herein to the Agreement and/or any of the Other Agreements shall be understood to be to the Agreement and the Other Agreements as modified hereby. All references in any of the Other Agreements to any other one or more of the Other Agreements shall hereafter be deemed to be to such document(s) as modified hereby. Any and all references to the term Other Agreements, whether in this Amendment, the Agreement or any Other Agreement, shall mean and include each and all of the Loan Documents, including, without limitation, the Replacement Note, this Amendment, and any and all other agreements, instruments and documents heretofore, concurrently herewith and/or from time to time hereafter executed and delivered by, from or for Borrower to Lender in connection with the transactions contemplated by this Amendment. Except as otherwise defined herein, any capitalized terms used herein shall have the same meaning as given such terms in the Agreement.

5.3 Full Force. Except as may be expressly set forth herein to the contrary, the Agreement and Other Agreements remain unmodified and all other terms and conditions of the Agreement and the Other Agreements remain in full force and effect. Notwithstanding anything to the contrary stated herein, to the extent that the terms and conditions of this Amendment conflict with any of the terms and conditions of the Agreement and Other Agreements, this Amendment shall control.

5.4 No Defenses. Borrower and each Guarantor hereby acknowledges that (i) Borrower and each Guarantor has no defenses, offsets or counterclaims of any kind or nature whatsoever against Lender with respect to the payment of any sum owed to Lender, or with respect to the Note, the Agreement and Other Agreements or any security interest, encumbrance, lien or Collateral in connection therewith; (ii) Lender, on and as of the date hereof has fully performed all obligations to Borrower and each Guarantor which it may have had or has on and as of the date hereof; (iii) other than as expressly set forth herein, by entering into this Amendment, Lender does not waive any condition or obligation in the Agreement and Other Agreements. Without limiting the generality of the foregoing, Borrower and each Guarantor, on their own behalf and on behalf of their respective representatives, partners, agents, employees, servants, officers, directors, shareholders, subsidiary, affiliated and related companies, successors and assigns (hereinafter collectively referred to as the "Borrower Group") waives, releases and forever discharges Lender, and its officers, directors, subsidiary, affiliated and related companies, agents, servants, employees, shareholders, representatives, successors, assigns, attorneys, accountants, assets and properties, as the case may be (hereinafter referred to as the "Lender Group") from and against all manner of actions, cause and causes of action, suits, debt, sums of money, accounts, reckonings, bond, bills, covenants, contracts, controversies, agreements, promises, obligations, liabilities, costs, expenses, losses, damages, judgments, executions, claims and demands, of whatsoever kind or nature, in law or in equity, whether known or unknown, arising out of or related to any matter, cause or thing whatsoever in any way connected to, directly or indirectly, the Agreement and the Other Agreements through the date hereof that any of the Borrower Group, jointly or severally, may have had, or now have or that may subsequently accrue against the Lender Group.

Borrower and each Guarantor acknowledges and agrees that Lender is specifically relying upon the representations, warranties, covenants and agreements contained herein and that such representations, warranties, covenants and agreements constitute a material inducement to enter into this Amendment and the Modification.

5.5 Bankruptcy. Borrower hereby stipulates and consents that upon the filing of a petition under any section or chapter of Title 11 of the United States Code or similar law or statute by or against Borrower, any automatic stay or other injunction against Lender resulting from such filing shall be immediately and automatically modified and terminated with respect to Lender, without further notice, hearing or order of court, so that Lender may proceed to exercise its rights and remedies against the Collateral and any other property pledged to Lender to secure the Note in accordance with applicable law as if no such filing had take.. place. Borrower further agrees that it will not contest any motion or application of Lender made in any court of competent jurisdiction seeking enforcement of this paragraph or otherwise seeking modification or termination of such automatic stay or other injunction in a manner consistent herewith. Borrower acknowledges and agrees that Lender is specifically relying upon the representations, warranties, covenants and agreements contained herein and that such representations, warranties, covenants and agreements constitute a material inducement to enter into this Amendment.

5.6 No New Advance. Lender and Borrower hereby understand and acknowledge that this Amendment has not created any new obligation of Lender to advance additional monies to Borrower.

5.7 No Forbearance. Lender's forbearance from exercising its rights and remedies as set forth in this Amendment shall not establish a custom or waive, limit or condition the rights and remedies of Lender under the Agreement, the Note or any of the Other Agreements, all of which rights and remedies are expressly reserved, except as expressly provided in this Amendment.

5.8 No Waiver. No waiver of any default or breach by Borrower or any Guarantor hereunder shall be implied from any failure by Lender to take action on account of such default if such default persists or is repeated and no express waiver shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers of any covenant, term or condition contained herein must be in writing signed by Lender and shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by Lender to or of any act by Borrower or any Guarantor requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

5.9 No Third Parties Benefited. This Amendment is made and entered into for the sole protection and benefit of Lender, Guarantors and Borrower, their successors and assigns, and no other person or persons shall have any right of action hereon.

5.10 Notices. Any notice, demand or request required hereunder shall be given in writing (at the addresses set forth below) by any of the following means: (a) personal

service; (b) electronic communicating, whether by telex, telegram or telecopying; or (c) registered or certified, first class mail, return receipt requested.

(i) If to Borrower:

Bestway Rental, Inc.
7800 Stemmons Freeway
Suite 320
Dallas, Texas 75247
Attention: Brooks Reed

with a copy to:

Akin, Gump, Hauer & Feld
4100 First City Center
1700 Pacific Avenue
Dallas, Texas 75201
Attention: Steve Hatfield, Esq.

(ii) If to Lender:

GLENFED Financial Corporation
12720 Hillcrest Road
Suite 700
Dallas, Texas 75230
Attention: John Webster

and to:

Irell & Manella
1800 Avenue of the Stars, Suite 900
Los Angeles, California 90067
Attn: Steven Thomas, Esq.

(iii) If to Guarantors:

EZY Acquisition, Inc.
EZY Rental, Inc.
U.S. Credit-Service Corporation
K.C. Resource Service Corporation
Westdale Data Service, Inc.
c/o 7800 Stemmons Freeway
Suite 320
Dallas, Texas 75247
Attention: Brooks Reed

Such addresses may be changed by notice to the other parties given in the same manner as above provided. Any notice, demand or request sent pursuant to either subsection (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, and, if sent pursuant to subsection (c) shall be deemed received forty-eight (48) hours following deposit in the mail. Any notice, demand, request or application sent to Lender from Borrower pursuant to the Agreement, this Amendment or any of the Other Documents shall be in writing, executed by Borrower and each Guarantor.

5.11 Authority To File Notices. Borrower irrevocably appoints, designates and authorizes Lender as Borrower's agent (said agency being coupled with an interest) to file for record any notices of completion, cessation of labor, or any other notice that Lender deems necessary or desirable to protect its interest hereunder, or under the Agreement, or under the Note or any of the Other Agreements.

5.12 Successors and Assigns. The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, that Borrower shall not assign its rights hereunder in whole or in part without the prior written consent of Lender and any such assignment without said consent shall be void.

5.13 Time. Time is of the essence hereof.

5.14 Amendments, etc. No amendment, modification, termination, or waiver of any provision of this Amendment, the Agreement or of any of the Other Agreements nor consent to any departure by Borrower therefrom, shall in any event be effective unless the same shall be in writing and signed by Lender, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

5.15 Execution in Counterparts. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

5.16 Headings. The article and section headings in no way define, limit, extend or interpret the scope of this Amendment or of any particular article or section.

5.17 Number and Gender. When the context in which the words are used in this Amendment indicates that such is the intent, words in the singular number shall include the plural and vice-versa. References to any one gender shall include the other gender if applicable under the circumstances.

5.18 Validity. In the event that any provision of this Amendment shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Amendment.

5.19 Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Texas.

5.20 Survival of Warranties. All agreements, representations, and warranties made herein shall survive the execution and delivery of this Amendment and each of the Loan Documents and the execution and delivery of the Replacement Note.

5.21 Reimbursement of Costs and Expenses.

(a) Borrower shall from time to time, on demand, reimburse Lender for, and hereby agrees to indemnify Lender against, all liabilities, claims, debts, losses, demands, actions, suits, charges, attorneys' fees, consultants' fees and other expenses incurred by Lender in the exercise of its powers, rights and duties hereunder and in documentation, closing enforcement and administration of the Note, including, without limitation, protecting Lender's security for the Note, and payment of Obligations of Borrower which Lender may make, and in connection with any refinancing of or restructuring of the Note, including, but not limited to, extensions, renewals, revisions or "workouts", or if any bankruptcy, insolvency or debtor-relief proceeding is commenced by or against Borrower, the fees and expenses of legal counsel for Lender incurred in connection therewith, including, but not limited to,

attendance of such counsel at meetings of creditors for the consideration of such proceedings, shall be recoverable from Borrower upon demand. Borrower's obligations under this Section shall survive the repayment of the Note.

(b) In the event that Borrower fails, within ten (10) days after Lender's demand therefor to pay to Lender any sum advanced or expense incurred by Lender pursuant this Section or under the Agreement or any of the Other Agreements, the amount of such advance or expense shall bear interest from the date advanced or incurred at the Default Rate (as defined in the Note); provided, however, that this provision shall be in addition to all other rights and remedies of Lender hereunder and shall not be deemed to limit Lender's right to compel prompt performance hereunder or thereunder.

5.22 Language of Amendment. The language of this Amendment shall be construed as a whole according to its fair meaning, and not strictly for or against any party.

5.23 Integrated Contract. This Amendment and any agreement, document or instrument attached hereto or referred to herein integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all oral negotiations and prior writings in respect to the subject matter hereof. In the event of any conflict between the terms, conditions and provisions of this Amendment and any such agreement, document or instrument, the terms, conditions and provisions of this Amendment shall prevail.

5.24 Waiver of Jury Trial. BORROWER AND LENDER EACH HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AMENDMENT OR THE AGREEMENT OR ANY OF THE OTHER AGREEMENTS OR RELATING THERETO OR ARISING FROM THE LENDING RELATIONSHIP WHICH IS THE SUBJECT OF THIS AGREEMENT AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

5.25 Waiver of Consequential Damages. In no event shall Lender be liable to Borrower for consequential damages, whatever the nature of a breach by Lender of its obligations under this Amendment, or the Agreement or any of the Other Agreements, and Borrower and each Guarantor hereby waive all claims for consequential damages.

5.26 Claims Against Lender. Lender shall not be in default under this Amendment, or the Agreement or any of the Other Agreements, unless a written notice specifically setting forth the claim of Borrower or any Guarantor shall have been given to Lender within 60 days after Borrower or such Guarantor first had knowledge of the occurrence of the event which Borrower or such Guarantor alleges gave rise to such claim and Lender does not remedy or cure or begin to diligently seek to cure the default, if any there be, promptly thereafter. If it is determined in any proceedings that Lender has improperly failed to grant its consent or approval, where such consent or approval is required by this Amendment or the Agreement or any of the Other Agreements, Borrower's and Guarantors' sole remedy shall be to obtain declaratory relief determining such withholding to have been improper, and each Guarantor and Borrower hereby waive all claims for damages or set-off against Lender resulting from any withholding of consent or approval by Lender.

5.27 References to Loan Documents. Any reference in this Amendment to the Agreement and any of the Other Agreements, shall include and be deemed to include a reference to any and all present and future written amendments, modifications, substitutions, replacements, rearrangements, restatements, extensions, and renewals thereof and thereto, executed by Lender.

5.28 Further Assurances. Borrower shall execute and deliver from time to time, promptly after any request therefor by Lender, any and all instruments, agreements and documents and shall take such other action as may be necessary or desirable in the opinion of Lender to maintain, perfect or insure Lender's security provided for, including, without limitation, the execution of UCC-1 extension statements, the execution of such amendments to the Agreement and/or the Other Agreements, all as Lender may require, and shall pay all fees and expenses (including attorneys' fees) related thereto.

5.29 Banking Day. As used in this Agreement, a "day" is a calendar day; a "business day" is a calendar day other than a Saturday, Sunday or legal holiday; and a Banking Day is a business day upon which Lender is open for the conduct of its business at its Dallas, Texas offices.

IN WITNESS WHEREOF, Borrower, Guarantors and Lender have executed this Amendment the day and year first above written.

BORROWER

BESTWAY RENTAL, INC., a
Delaware corporation
formerly known as Amarco Resources
Corporation

By: R. Brooks Reed
R. Brooks Reed, President

Fed Tax I.D. #81-0332743

GUARANTOR

EZY ACQUISITION, INC.

By: R. Brooks Reed
President

Fed Tax I.D. #75-2193497

GUARANTOR

EZY RENTAL, INC.

By: R. Brooks Reed
Chief Executive Officer

Fed Tax I.D. #62-1156488

GUARANTOR

U.S. CREDIT-SERVICE CORPORATION

By: R. Brooks Reed
President

Fed Tax I.D. #43-1310882

GUARANTOR

K.C. RESOURCE SERVICE CORPORATION

By: R. Brooks Reed
President

Fed Tax I.D. #43-1428836

GUARANTOR

WESTDALE DATA SERVICE, INC.

By: R. Brooks Reed
President

Fed Tax I.D. #75-1426006

GLENFED FINANCIAL CORPORATION

By: [illegible]
Vice President Title

Exhibit A

Replacement Note

Exhibit B

Termination and Release of
Participation Interest

Exhibit C

Amendment to Intercreditor and Subordination Agreement

Exhibit D

1. Borrower may be as much as 30 day behind in paying its accounts payable.

2. Borrower has failed to make any payments of principal or interest, when due, under the Junior Indebtedness as defined in that certain Intercreditor and Subordination Agreement dated as of February 24, 1988, as amended from time to time, and Borrower is therefore in default under those documents and agreements evidencing the Junior Indebtedness.

3. Borrower has not yet sold the Midwest Properties as required pursuant to the Agreement.

EXHIBIT A

SECURED RENEWAL, EXTENSION AND MODIFICATION PROMISSORY NOTE

$4,648,477.47
Principal Amount

Dated as of
February 24 1991

After date, Bestway Rental, Inc. ("Maker") promises to pay to GLENFED Financial Corporation ("GFC") or order the principal sum of Four Million Six Hundred Forty-Eight Thousand Four Hundred Seventy-Seven and 47/100 ($4,648,477.47) and to pay interest on the principal outstanding from time-to-time, subject to post-maturity adjustment, at the interest rate of 6% per annum from the date hereof until July 24, 1991, at which time the interest rate hereunder shall increase to 10% per annum until maturity.

Interest shall be payable on a monthly basis commencing March 24, 1991 and on the 24th day of each month thereafter until July 24, 1992, at which time all principal and interest will be fully due and payable.

If any installment of interest or the balance of principal and interest due of the maturity of this note (whether July 24, 1992 or by acceleration) is not paid within ten (10) days of its due date, the entire unpaid principal balance hereunder shall accrue interest at 4% above the rate being charged currently (but in no event more than the highest rate permitted by relevant law) from the due date until paid.

Notwithstanding the required monthly interest installments hereunder, in the event any required interest installments (but not default rate interest) due prior to and including the July 24, 1991 interest installment remain unpaid by Maker, then (10) days after such installments' due date, such past due amount shall automatically be added to the principal balance of that certain original promissory note dated of even date herewith by Maker in favor of GFC in an original principal amount not exceeding $275,000, and such amounts shall bear interest at the rate set forth in and be payable according to the terms of, the Capitalization Note (the "Capitalization Note").

All payments received shall be applied first to accrued interest, and then to principal. Interest is computed hereunder on the basis of a 360 day year for actual days elapsed.

Maker promises to pay reasonable attorneys' fees if placed in the hands of an attorney for collection after maturity. Upon non-payment of any installment within ten (10) days of its maturity, all remaining indebtedness shall, at the option of the holder hereof, become due and payable forthwith. In no event shall maker be obligated to pay any interest in excess of the amount permitted by relevant law, whether upon demand by the holder hereof for payment of the indebtedness evidenced hereby, upon acceleration of the maturity

hereof, or otherwise. The holder hereof may grant to the maker, any endorsers and any other persons obligated hereon, extensions of the time for payment of this note and/or the maturity of any installment or installments, in whole or in part, without limit as to the number of such extensions, or the period or periods thereof. Maker acknowledges receipt of value hereunder, and waives any requirement of protest.

All agreements between the undersigned and the holder hereof, whether now existing or hereafter arising and whether written or oral, are hereby limited so that in no contingency, whether by reason of demand for payment or acceleration of the maturity hereof or otherwise, shall the interest contracted for, charged or received by the holder hereof exceed the maximum amount permissible under applicable law. If, from any circumstance whatsoever, interest would otherwise be payable to the holder hereof in excess of the maximum lawful amount, the interest payable to the holder hereof shall be reduced to the maximum amount permitted under applicable law; and if from any circumstance the holder hereof shall ever receive anything of value deemed interest by applicable law in excess of the maximum lawful amount, an amount equal to any excessive interest shall be applied to the reduction of the principal hereof and not the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof such excess shall be refunded to the undersigned. This paragraph shall control all agreements between the Maker and the holder hereof.

This note renews, extends, and modifies the existing indebtedness of Maker to GFC pursuant to that certain Secured Modification Promissory Note in the principal amount of $4,557,419.65 dated to be effective June 24, 1990 by Maker as payor in favor of GFC as payee (the "Bullet Note"), and supercedes the terms of the Bullet Note, the existing indebtedness under the Bullet Note being $4,648,447.47 as of the date hereof. This note is secured by the "Collateral" as defined in that certain Revolving Loan, Security Agreement, and Collateralized Guaranty dated February 24, 1988, as amended May 17, 1988, September 23, 1988, April 4, 1990, July 19, 1990, October 2, 1990 and June 1, 1990 (the "Contract").

BESTWAY RENTAL, INC.

R. Brooks Reed

R. Brooks Reed, President

THIS NOTE HAS BEEN AMENDED AND RESTATED BY THAT CERTAIN FULL REPLACEMENT SECURED PROMISSORY NOTE DATED AS OF MARCH 4, 1992 IN THE ORGINAL PAINCIPAL AMOUNT OF $750,000.

EXHIBIT D

SECURED CAPITALIZATION PROMISSORY NOTE

$275,000
Not to exceed
Principal Amount

Dated as of
February 25, 1991

After date, Bestway Rental, Inc. ("Maker") promises to pay to GLENFED Financial Corporation ("GFC") or order the principal sum not to exceed (i) Two Hundred Seventy-Five Thousand ($275,000), or (ii) such lesser principal sum as may actually be advanced by GFC to Maker pursuant to the capitalization of interest accrued hereunder and the following promissory notes by Borrower in favor of GFC: (A) that certain Secured Renewal, Extension and Modification Promissory Note in the principal amount of $4,648,447.47 of even date herewith by Maker in favor of GFC; (B) that certain Secured First Participation Advance Promissory Note in the principal amount of $100,000 dated March 27, 1991; and (C) that certain Secured Second Participation Advance Promissory Note in the principal amount of $50,000 dated April 16, 1991 and to pay interest on the principal outstanding from time-to-time, subject to post-maturity adjustment, at the interest rate of 6% per annum from the date hereof until July 24, 1991, at which time the interest rate hereunder shall increase to 10% per annum until maturity.

Interest shall be payable on a monthly basis commencing March 24, 1991 and on the 24th day of each month thereafter until July 24, 1992, at which time all principal and interest will be fully due and payable.

If any installment of interest or the balance of principal and interest due of the maturity of this note (whether July 24, 1992 or by acceleration) is not paid within ten (10) days of its due date, the entire unpaid principal balance hereunder shall accrue interest at 4% above the rate being charged currently (but in no event more than the highest rate permitted by relevant law) from the due date until paid.

Notwithstanding the required monthly interest installments hereunder, in the event any interest installments due prior to and including the July 24, 1991 interest installment remain unpaid by Maker, then (10) days after such installments' due date, such past due amount shall automatically be added to the principal balance of this Note and such amounts shall bear interest at the rate set forth in and be payable according to the terms hereof.

All payments received shall be applied first to accrued interest, and then to principal. Interest is computed hereunder on the basis of a 360 day year for actual days elapsed.

Maker promises to pay reasonable attorneys' fees if placed in the hands of an attorney for collection after maturity. Upon non-payment of any installment within ten (10) days of its maturity, all remaining indebtedness shall, at the option of the holder hereof, become due and payable forthwith. In no event shall maker be obligated to pay any interest in excess of the amount permitted by relevant law, whether upon demand by the holder hereof for payment of the indebtedness evidenced hereby, upon acceleration of the maturity hereof, or otherwise. The holder hereof may grant to the maker, any endorsers and any other persons obligated hereon, extensions of the time for payment of this note and/or the maturity of any installment or installments, in whole or in part, without limit as to the number of such extensions, or the period or periods thereof. Maker acknowledges receipt of value hereunder, and waives any requirement of protest.

All agreements between the undersigned and the holder hereof, whether now existing or hereafter arising and whether written or oral, are hereby limited so that in no contingency, whether by reason of demand for payment or acceleration of the maturity hereof or otherwise, shall the interest contracted for, charged or received by the holder hereof exceed the maximum amount permissible under applicable law. If, from any circumstance whatsoever, interest would otherwise be payable to the holder hereof in excess of the maximum lawful amount, the interest payable to the holder hereof shall be reduced to the maximum amount permitted under applicable law; and if from any circumstance the holder hereof shall ever receive anything of value deemed interest by applicable law in excess of the maximum lawful amount, an amount equal to any excessive interest shall be applied to the reduction of the principal hereof and not the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof such excess shall be refunded to the undersigned. This paragraph shall control all agreements between the Maker and the holder hereof.

This Note is an "Obligation" of Maker to GFC as defined in that certain Revolving Loan, Security Agreement, and Collateralized Guaranty dated February 24, 1988 as amended May 17, 1988, September 23, 1988, April 4, 1990, July 19, 1990 and October 2, 1990 (the "Contract"), and is secured by the Real Estate and Collateral as defined in the Contract.

BESTWAY RENTAL, INC.

R. Brooks Reed

R. Brooks Reed, President

THIS NOTE HAS BEEN AMENDED AND RESTATED BY THAT CERTAIN FULL REPLACEMENT SECURED PROMISSORY NOTE DATED AS OF MARCH 4, 1992 IN THE ORIGINAL PRINCIPAL AMOUNT OF $750,000.

FULL REPLACEMENT

COPY

SECURED PROMISSORY NOTE

$750,000.00

March 4, 1992

FOR VALUE RECEIVED, the undersigned, BESTWAY RENTAL, INC., a Delaware corporation, formerly known as Amarco Resources Corporation ("Borrower"), hereby promises to pay to, or to the order of GLENFED FINANCIAL CORPORATION, a California corporation ("Lender"), the principal sum of Seven Hundred Fifty Thousand Dollars ($750,000.00), together with any accrued and unpaid interest thereon, on December 31, 1992 (the "Maturity Date").

The Rate of interest on the indebtedness evidenced hereby is twelve percent (12%) per annum (the "Note Rate"). Interest accruing on the principal balance hereof shall be due and payable monthly in arrears on the first day of each month, commencing with March 1, 1992 and continuing on the first day of each month thereafter until the Maturity Date when the entire outstanding principal balance hereof plus all accrued and unpaid interest shall be due and payable. Interest not paid when due shall (to the maximum extent permitted by applicable law) bear interest at the Default Rate (as hereinafter defined) until paid in full.

Notwithstanding the foregoing, following the maturity of the indebtedness evidenced hereby, whether by acceleration or otherwise, or upon the occurrence of an Event of Default (as defined in that certain Revolving Loan, Security Agreement and Collateralized Guaranty dated as of February 24, 1988 and executed by, among others, Borrower and Guarantor, as amended, including that certain Seventh Amendment to Revolving Loan, Security Agreement and Collateralized Guaranty dated of even date herewith, as amended, the "Agreement"), the unpaid principal amount hereof from time to time outstanding shall thereafter bear interest at a per annum rate equal to the sum of (a) the Note Rate, plus (b) two percent (2%) (the "Default Rate"). Following the maturity of the indebtedness evidenced hereby, whether by acceleration or otherwise, all accrued interest shall be payable upon demand.

This Note is a replacement of that certain Secured Renewal, Extension and Modification Promissory Note in the original principal amount of $4,648,477.47 dated as of February 24, 1991, executed by Borrower in favor of Lender (the "Prior Note") and that certain Secured Capitalization Promissory Note in the original principal amount of not to exceed $275,000.00 dated as of February 25, 1991, executed by Borrower in favor of Lender (the "Interest Note"). From and after the date hereof, this Note shall evidence all of the

COPY

indebtedness previously evidenced by the Prior Note and the Interest Note.

All computations of interest hereunder shall be made by Lender on the basis of a year of 360 days for the actual number of days occurring in the period for which such interest is payable.

Subject to the terms and conditions contained herein, Borrower may, from time to time, repay or prepay this Note in whole, but not in part, provided that Borrower shall first give Lender not less than ten (10) Banking Days prior written notice of any such prepayment of the Note. Any prepayment or repayment of principal of this Note shall include accrued interest to the date of prepayment or repayment on the principal amount being prepaid or repaid. Any prepayment shall be applied first to satisfaction of any accrued and unpaid interest and the balance shall be applied against the principal balance hereof.

This Note is secured by, among other things, the Agreement and the Collateral described therein and other security as described in the Agreement and any of the Other Agreements (as defined in the Agreement).

If Borrower fails to make payment in full of the indebtedness evidenced hereby, on the date such indebtedness matures, whether by acceleration or otherwise, or if Borrower fails to make any other payment of principal and/or interest on or before the date on which such payment is required to be made hereunder or under the Agreement or any of the Other Agreements (as defined in the Agreement), or upon the occurrence of a Default or an Event of Default under the Agreement or any of the Other Agreements (as defined in the Agreement), or any default under any other document or instrument securing or relating to the indebtedness evidenced hereby, unless such Event of Default, Default or default is fully cured to Lender's satisfaction within applicable time periods, if any, Lender may, at its sole option and without notice to Borrower (which notice is hereby expressly waived), declare immediately due and payable the entire unpaid principal balance of this Note together with all accrued interest thereon.

Both principal and interest are payable in lawful money of the United States of America to the account of GLENFED Financial Corporation, Bank of New York, New York, NY, ABA No. 021000018, Account No. 8900000783 in immediately available funds free and clear of, and without deduction or offset for, any present or future taxes, levies, imposts, deductions, charges, withholdings, or liabilities with respect thereto to the fullest extent permitted by law. For purposes hereof and of the Agreement and all of the Other Agreements, a payment or prepayment shall be deemed made by Borrower and received by Lender either (i) on the date on which Lender actually receives such payment or prepayment in the manner described in

this paragraph if such payment or prepayment is actually received by Lender on or before 1 p.m. Eastern Standard Time on such date, or (ii) on the Business Day in New York following the date on which such payment or prepayment is actually received by Lender if Lender actually receives such payment or prepayment after 1 p.m. Eastern Standard Time on such date.

This Note shall be governed by and construed under the laws of the State of Texas.

For purposes of this Note:

(a) "Banking Day" shall mean a Business Day (as hereinafter defined) on which Lender is open for the conduct of business at its Dallas, Texas offices.

(b) "Business Day" shall mean a day other than a Saturday, Sunday or legal holiday or any other day on which banks are closed.

Borrower hereby agrees to indemnify and save Lender harmless from and against any liability (either directly or by way of deductions, withholding or otherwise) for any tax (whether income, documentary, sales, stamp, registration, capital, property or otherwise), duty, levy, impost, fee, or charge in respect of, or arising out of, the execution and delivery of or performance under this Note or the recordation or filing of any documents or instruments relating to or perfection of any interest in any collateral securing this Note, other than taxes which are assessed on a net income basis.

All persons or corporations now or at any time liable for payment of the indebtedness evidenced hereby, for themselves, their heirs, legal representatives, successors and assigns, respectively, expressly waive presentment for payment, notice of dishonor, protest, notice of protest, and diligence in collection, and agree that the time of said payments or any part thereof may be extended by Lender or any holder hereof, without in any way modifying, altering, releasing, affecting, or limiting their respective liability. If this Note is not paid when due, Borrower promises to pay all costs of collection and attorneys' fees incurred by Lender, whether or not suit is filed hereon.

It is the intention of Borrower and Lender to comply with all applicable usury laws. In furtherance of this intention, all agreements between Borrower and Lender are expressly limited so that in no contingency or event shall the amount paid or agreed to be paid to Lender, for the use, forbearance, or detention of money under this Note, exceed the maximum amount permissible under applicable law. If, due to any circumstance, payment of any amount required under this Note shall be prohibited by law, the obligation to be fulfilled

shall be reduced to the maximum allowed by law. If, due to any circumstance, Lender should ever receive as interest an amount which would exceed the highest rate, the amount which would be excessive interest shall be applied to the reduction of the principal of this Note and not to the payment of interest. This provision shall control all other provisions of all agreements between Borrower and Lender.

The words "Borrower" and "Lender" shall be deemed to include the respective heirs, personal representatives, successors and assigns of each, and shall denote the singular and/or plural, and the masculine and/or feminine, and natural and/or artificial persons, whenever and wherever the context so requires. If more than one party is named as Borrower, the obligations hereunder of each such party shall be deemed joint and several.

All notices, demands, requests and consents permitted or required under this Note shall be given in the manner prescribed in the Agreement.

Time shall be of the essence in this Note with respect to all of Borrower's obligations hereunder.

If any provision hereof should be held unenforceable or void, then such provision shall be deemed separable from the remaining provisions and shall in no way affect the validity of this Note, except that if such provision relates to the payment of any monetary sum, then Lender may at its option declare the indebtedness evidenced hereby immediately due and payable.

BESTWAY RENTAL, INC.,
a Delaware corporation

By: _____

Its: _____

SECOND AMENDMENT TO INTERCREDITOR AND SUBORDINATION AGREEMENT

This Second Amendment to Intercreditor and Subordination Agreement (the "Amendment") is entered into as of this 2nd day of March, 1992 by and among O'Donnell & Masur, a Delaware limited partnership ("OM"), GLENFED Financial Corporation, a California corporation ("GFC"), and Bestway Rental, Inc., a Delaware corporation formerly known as Amarco Resources Corporation ("Bestway").

R E C I T A L S

A. Donald Stephens, Charles J. Thal and InterFirst Capital Corporation (collectively, the "Original Junior Lenders") and GFC entered into that certain Intercreditor and Subordination Agreement dated as of February 24, 1988 (the "Agreement"; terms defined in the Agreement are used in this Amendment as defined in the Agreement, unless otherwise defined in this Amendment), pursuant to the terms of which the Original Junior Lenders agreed to subordinate the Junior Indebtedness to the Senior Indebtedness.

B. OM has acquired from the Original Junior Lenders the following promissory notes that constitute Junior Indebtedness (the "Notes"): (i) the promissory note of EZVAI, dated February 24, 1988, in the original principal amount of $1,502,289.23, payable to the order of Thal, (ii) the promissory note of EZVAI, dated June 25, 1987, in the original principal amount of $2,352,546.66 payable to the order of Stephens and (iii) the promissory note of EZV, dated June 26, 1987, in the original principal amount of $2,000,000 payable to the order of ICC.

C. OM has advanced $383,000 to Bestway (the "Loan"), which is evidenced by the promissory note of Bestway dated as of March 31, 1990 in the principal amount of $383,000 ("OM Note") payable to OM and on September 4, 1991, OM also advanced certain sums to Bestway and Bestway executed and delivered to OM that certain Term Promissory Note in the original principal amount of $90,000, which Term Promissory Note and OM Note are by their terms expressly subject to the Agreement and are included within the term Junior Indebtedness.

D. On April 2, 1990 OM, GFC and Bestway entered into that certain First Amendment to Intercreditor and Subordination Agreement to reflect OM's acquisition of the Notes and to subordinate the Loan to the Senior Indebtedness.

The term "Agreement" as used herein shall mean the Agreement as amended by the First Amendment.

E. OM and GFC desire to amend the Agreement to redefine Senior Indebtedness.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt, sufficiency and fairness of which are hereby acknowledged, the parties agree as follows:

1. Definition of Senior Indebtedness. The term "Senior Indebtedness" as defined in paragraph 1 of the Agreement and as used herein is hereby amended by adding at the end of the first sentence thereof the following: "including, without limitation, that certain Full Replacement Secured Promissory Note dated of even date herewith in the original principal amount of Seven Hundred Fifty Thousand Dollars ($750,000.00) (the "Replacement Note") executed by Bestway in favor of GFC pursuant to that certain Seventh Amendment to Revolving Loan, Security Agreement and Collateralized Guaranty dated of even date herewith and executed by, inter alia, Bestway as Borrower and GFC as Lender, and any and all renewals, replacements, supplements, modifications or amendments to the Replacement Note." Any and all references to the term Senior Indebtedness contained in any document, instrument or agreement related to any or all of the Senior Indebtedness shall mean the definition of Senior Indebtedness as amended by this Amendment.

2. Reaffirmation. Bestway and OM hereby expressly restate and reaffirm each and all of their respective covenants, obligations, agreements, representations and warranties contained in the Agreement as if each of such covenants, obligations, agreements, representations and warranties were set forth herein in their entirety, including, without limitation, OM hereby reaffirms and restates each and all of the covenants, obligations, agreements, representations and warranties of each of the Original Junior Lenders as contained in the Agreement. OM hereby also acknowledges and agrees that any and all liens or encumbrances in favor of OM and/or the Original Junior Lenders relating to any or all of the Junior Indebtedness, whether existing now or in the future, on any of the Collateral, as defined in that certain Revolving Loan, Security Agreement and Collaterized Guaranty dated as of February 24, 1988 by and among, inter alia, GFC and Bestway, as amended (the "Loan Agreement"), are and shall continue to be junior in all respects to any lien or encumbrance relating to any or all of the Senior Indebtedness.

3. No Assignment. OM hereby represents and warrants that it has not assigned, pledged, conveyed, hypothecated,

transferred, encumbered or otherwise alienated any or all of the Junior Indebtedness or any of its interest therein.

4. Effect of Amendment. Except as set forth expressly in this Amendment, all terms of the Agreement shall be and remain in full force and effect, and shall constitute legal, valid, binding and enforceable obligations of the parties.

5. Successors. This Amendment shall in all respects be binding upon and inure to the benefit of the parties hereto, and their successors, assigns, heirs and personal representatives.

6. CONSTRUCTION. THIS AMENDMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

7. Counterparts. This Amendment may be executed in one or more counterparts, such counterparts, when taken together, shall be deemed to constitute one and the same instrument, enforceable against each party in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment on and as of the date and year first above written.

O'DONNELL & MASUR, L.P.
a Delaware limited partnership

By: _____
Title: General Partner

GLENFED FINANCIAL CORPORATION,
a California corporation

By: _____
Title: Vice President

BESTWAY RENTAL, INC.,
a Delaware corporation

By: _____
Title: _____

transferred, encumbered or otherwise alienated any or all of the Junior Indebtedness or any of its interest therein.

4. Effect of Amendment. Except as set forth expressly in this Amendment, all terms of the Agreement shall be and remain in full force and effect, and shall constitute legal, valid, binding and enforceable obligations of the parties.

5. Successors. This Amendment shall in all respects be binding upon and inure to the benefit of the parties hereto, and their successors, assigns, heirs and personal representatives.

6. CONSTRUCTION. THIS AMENDMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

7. Counterparts. This Amendment may be executed in one or more counterparts, such counterparts, when taken together, shall be deemed to constitute one and the same instrument, enforceable against each party in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment on and as of the date and year first above written.

O'DONNELL & MASUR, L.P.
a Delaware limited partnership

By: _____
Title: _____

GLENFED FINANCIAL CORPORATION,
a California corporation

By: _____
Title: _____

BESTWAY RENTAL, INC.,
a Delaware corporation

By: R Brooks Reed
Title: President

TERMINATION AND RELEASE

OF

PARTICIPATION INTEREST

THIS TERMINATION AND RELEASE OF PARTICIPATION INTEREST (the "Termination and Release") is entered into this 2nd day of March, 1992 by and among O'DONNELL & MASUR, L.P., a Delaware limited partnership ("Participant"), and GLENFED FINANCIAL CORPORATION, a California corporation ("Lender"), with reference to the following:

A. On October 3, 1990, Participant and Lender entered into that certain Participation Agreement ("Participation Agreement") with regard to the Participation in the Bullet Note, the Loan, the Shared Collateral and the Payments, all as defined in the Participation Agreement.

B. On June 20, 1991, Participant and Lender entered into that certain Second Participation Agreement (the "Second Participation Agreement") with regard to the Participation in the Loan, the Notes, the Shared Collateral and the Payments, all as defined in the Second Participation Agreement.

C. As part of that certain Modification as described in that certain Seventh Amendment to Revolving Loan, Security Agreement and Collateralized Guaranty dated of even date herewith and executed by and among, inter alia, Lender and Bestway Rental, Inc., a Delaware corporation as Borrower, Participant and Lender desire to terminate the Participation Agreement and the Second Participation Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and for good and valuable consideration, the receipt, sufficiency and fairness of which is acknowledged, the parties hereto hereby agree as follows:

1. Release. Effective upon the date hereof, Participant hereby expressly, unconditionally, fully and irrevocably relinquishes, quitclaims, releases, transfers, assigns, conveys and gives to Lender all of Participant's right, title and interest in and to and under each and both of the Participation Agreement and the Second Participation Agreement, including, without limitation, all of Participant's right, title and interest in and to the Participation, the Notes, the Bullet Note, the Shared Collateral, the Payments and the Loan as each is defined in the Participation Agreement and the Second Participation Agreement.

2. Termination. Effective upon the date hereof, Participant and Lender hereby mutually terminate the Participation Agreement and the Second Participation Agreement, and from and after the date hereof, Lender and Participant shall no longer have any rights, obligations or liabilities toward the other or any other party under either or both of the Participation Agreement and the Second Participation Agreement.

3. No Assignment. Participant hereby represents and warrants to Lender that Participant has not transferred, pledged, conveyed, hypothecated, encumbered or otherwise alienated any or all of its right, title and interest in and to either of the Participation Agreement or the Second Participation Agreement, or any of its rights therein.

4. Successors. This Termination and Release shall in all respects be binding upon and inure to the benefit of the parties hereto, their successors, assigns, heirs and personal representatives.

5. Counterparts. This Termination and Release may be executed in one or more counterparts, such counterparts, when taken together, shall be deemed to constitute one and the same instrument, enforceable against each party in accordance with its terms.

6. CONSTRUCTION. THIS TERMINATION AND RELEASE SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

IN WITNESS WHEREOF, the parties hereto have executed this Termination and Release of the date first above written.

"Participant"

O'DONNELL & MASUR, L.P.,
a Delaware limited partnership

By: _____
Its: General Partner

"Lender"

GLENFED FINANCIAL CORPORATION,
a California corporation

By: _____
Its: _____

SENIOR SUBORDINATED PROMISSORY NOTE

$650,000

Mar 4, 1992

FOR VALUE RECEIVED, Bestway Rental, Inc., a Delaware corporation (the "Maker"), hereby promises to pay to the order of O'Donnell & Masur, L.P., a Delaware limited partnership ("Payee"), at such place as from time to time may be designated by the holder of this Note, the principal sum of SIX HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($650,000), together with interest on the principal balance from time to time remaining unpaid from the date hereof until default or maturity at a rate per annum equal to the lesser of (i) the rate of interest designated by Bank One-Texas, N.A. from time to time as the Prime Rate, which rate is merely a reference rate and is not intended to be the lowest rate of interest charged by banks in connection with extensions of credit to debtors, plus one and one-half percent (1½%) per annum, calculated on the basis of the actual number of calendar days elapsed but computed as if each year consisted of three hundred sixty (360) days and (ii) the maximum lawful rate of interest that may be charged under the applicable laws of the State of Texas (the "Agreement Rate").

1. Interest Payable. Interest hereunder from the date hereof shall be due and payable (i) monthly in arrears on the last day of each calendar month, commencing on March 31, 1992, and continuing on the last day of each month thereafter, until maturity, (ii) upon the payment or prepayment, in full or in part, of any principal hereunder, (iii) at the maturity of this Note (whether at the stated maturity, by acceleration or otherwise), at which time the entire unpaid principal balance hereof, together with all unpaid accrued interest thereon, shall be due and payable, and (iv) after maturity, on demand.

2. Principal Payable. Subject to Section 8 hereof, the unpaid principal balance of this Note and accrued, unpaid interest shall be due and payable in full on August 31, 1993 from the date hereof.

3. Replacement. This Senior Subordinated Promissory Note is given in replacement of, and in full satisfaction for, that certain Secured First Participation Advance Promissory Note dated as of March 27, 1991 and that certain Secured Second Participation Advance Promissory Note dated April 16, 1991.

4. Terms.

(a) Each payment, including each prepayment, received by the Payee shall be applied first to late charges and collection expenses, if any, then to the payment of accrued but unpaid interest due hereunder, and then to the reduction of the unpaid principal balance hereof.

(b) The principal of this Note may be prepaid, in whole or in part, at any time or from time to time, at the option of the Maker without premium or penalty, together with interest accrued on the prepaid principal amount to the prepayment date.

(c) All past due principal and interest on this Note shall bear interest at the Agreement Rate from maturity until paid.

(d) If any payment on this Note becomes due and payable on a Saturday, Sunday or other day on which commercial banks located in Dallas, Texas are authorized or required by law to close, the maturity thereof shall be extended to the next succeeding business day and, with respect to payments of principal, interest thereon shall be payable at the then applicable rate during such extension.

5. Default.

(a) If a default should occur in the payment of any installment hereof, either principal or interest, promptly when the same shall be due and payable hereunder and shall continue without cure for thirty (30) days after such installment is so due and payable, or if there is any default under any instrument securing payment hereof, then Payee shall have the right and option, without notice or demand, to declare the unpaid balance of principal and accrued interest on this Note at once due and payable.

(b) If, after default, this Note is placed in the hands of an attorney for collection, or if collected through judicial proceedings or through a probate or bankruptcy court. the Maker shall pay, in addition to the sums referred to above, a reasonable sum as a collection or attorneys' fee and all other costs incurred by Payee in collection of the unpaid amounts due hereunder.

6. Exercise of Rights. No failure or delay on the part of the Payee in exercising any right, power or privilege hereunder and no course of dealing between the Maker and the Payee shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

7. Waiver. Except as may be otherwise provided herein, the makers, signers, sureties, guarantors, endorsers and any other party now or hereafter liable for the payment of this Note, in whole or in part, severally (i) waive demand, presentment for payment, notice of nonpayment, notice of dishonor, protest, notice

of protest, notice of intent to demand or accelerate payment hereof, notice of acceleration and all other notices, filing of suit and diligence in collecting this Note or enforcing any of the security herefor, (ii) agree to any substitution, subordination, exchange or the release of any such security or the release of any party primarily or secondarily liable hereon, (iii) agree that Payee shall not be required first to institute suit or exhaust its remedies hereon against the Maker or others liable or to become liable hereon or to enforce its rights against them or any security herefor, and (iv) consent to any extension or postponement of time of payment of this Note and to any other indulgence with respect hereto without notice thereof to any of them.

8. Agreement to Subordinate.

(a) The Maker agrees, and the holder of this Note by accepting this Note agrees, that the principal amount of the indebtedness evidenced by this Note is subordinated to the prior payment in full of that certain Full Replacement Secured Promissory Note of the Maker dated _____, 1992 in the original principal amount of $750,000 payable to the order of Glenfed (the "Senior Indebtedness"), and the Maker agrees to make no payment of principal on this Note until the Senior Indebtedness is paid in full. These subordination provisions are made for the benefit of the holder of the Senior Indebtedness. These subordination provisions shall constitute a continuing offer to all persons who, in reliance upon such provisions, become holders of, or continue to hold, Senior Indebtedness, and such holders are made obligees hereunder and they or each of them may enforce such provisions.

(b) In the event that the Maker shall make any payment of principal to the holder of this Note on account of this Note in violation of this Section 8, then such payment shall be held by the holder of this Note in trust for and forthwith delivered to the holders of Senior Indebtedness for application to Senior Indebtedness to the extent necessary to pay all Senior Indebtedness in full in accordance with its terms.

(c) The Payee agrees that, so long as any of the Senior Indebtedness shall remain unpaid, the Payee shall not seek to enforce any of its rights against the Maker in connection with this Note, either at law or equity, including, but not limited to, the right to accelerate the payment of this Note.

9. Usury. It being the intention of the parties hereto to conform strictly to the applicable usury laws, all agreements between the Maker and Payee, whether now existing or hereafter arising and whether written or oral, are hereby expressly limited so that in no event, whether by reason of acceleration of the

maturity hereof or otherwise, shall the amount paid or agreed to be paid to Payee for the use, forbearance, or detention of money hereunder or otherwise exceed the maximum amount permissible under applicable law. If fulfillment of any provision hereof or of any agreement, or other document, evidencing or securing the indebtedness evidenced hereby, at the time performance of such provision shall be due shall involve transcending the limit of validity prescribed by law, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity; and if Payee shall ever receive anything of value deemed interest under applicable law which would exceed interest at the highest lawful rate, an amount equal to any excessive interest shall be applied to the reduction of the principal amount owing hereunder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof, such excess shall be refunded to the Maker. All sums paid or agreed to be paid to Payee for the use, forbearance, or detention of the indebtedness of the Maker to Payee shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full term of such indebtedness so that the rate of interest on account of such indebtedness is uniform throughout the term thereof. The provisions of this paragraph shall control all agreements between the Maker and Payee.

10. **CHOICE OF LAW. THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH TEXAS LAW WITHOUT GIVING EFFECT TO THE CHOICE OF LAW OR CONFLICT OF LAWS RULES THEREOF.**

IN WITNESS WHEREOF, the Maker has duly executed this Note as of the date and year first above written.

BESTWAY RENTAL, INC.

By: _____
Name: _____
Title: President

AGREED TO AND ACCEPTED:

O'DONNELL & MASUR, L.P.

By: _____
Name: James M. O'Donnell
Title: General Partner

mdc/00123/0055.docs/Part.Note - general
Thu Feb 27 16:19:15 1992

SENIOR SUBORDINATED PROMISSORY NOTE

$700,000 Mar 4, 1992

FOR VALUE RECEIVED, Bestway Rental, Inc., a Delaware corporation (the "Maker"), hereby promises to pay to the order of O'Donnell & Masur, L.P., a Delaware limited partnership ("Payee"), at such place as from time to time may be designated by the holder of this Note, the principal sum of SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS ($700,000), together with interest on the principal balance from time to time remaining unpaid from the date hereof until default or maturity at a rate per annum equal to the lesser of (i) the rate of interest designated by Bank One-Texas, N.A. from time to time as the Prime Rate, which rate is merely a reference rate and is not intended to be the lowest rate of interest charged by banks in connection with extensions of credit to debtors, plus one and one-half percent (1½%) per annum, calculated on the basis of the actual number of calendar days elapsed but computed as if each year consisted of three hundred sixty (360) days and (ii) the maximum lawful rate of interest that may be charged under the applicable laws of the State of Texas (the "Agreement Rate").

1. Interest Payable. Interest hereunder from the date hereof shall be due and payable (i) monthly in arrears on the last day of each calendar month, commencing on March 31, 1992, and continuing on the last day of each month thereafter, until maturity, (ii) upon the payment or prepayment, in full or in part, of any principal hereunder, (iii) at the maturity of this Note (whether at the stated maturity, by acceleration or otherwise), at which time the entire unpaid principal balance hereof, together with all unpaid accrued interest thereon, shall be due and payable, and (iv) after maturity, on demand.

2. Principal Payable. Subject to Section 7 hereof, the unpaid principal balance of this Note and accrued, unpaid interest shall be due and payable in full on August 31, 1993 from the date hereof.

3. Terms.

(a) Each payment, including each prepayment, received by the Payee shall be applied first to late charges and collection expenses, if any, then to the payment of accrued but unpaid interest due hereunder, and then to the reduction of the unpaid principal balance hereof.

(b) The principal of this Note may be prepaid, in whole or in part, at any time or from time to time, at the option

of the Maker without premium or penalty, together with interest accrued on the prepaid principal amount to the prepayment date.

(c) All past due principal and interest on this Note shall bear interest at the Agreement Rate from maturity until paid.

(d) If any payment on this Note becomes due and payable on a Saturday, Sunday or other day on which commercial banks located in Dallas, Texas are authorized or required by law to close, the maturity thereof shall be extended to the next succeeding business day and, with respect to payments of principal, interest thereon shall be payable at the then applicable rate during such extension.

4. Default.

(a) If a default should occur in the payment of any installment hereof, either principal or interest, promptly when the same shall be due and payable hereunder and shall continue without cure for thirty (30) days after such installment is so due and payable, or if there is any default under any instrument securing payment hereof, then Payee shall have the right and option, without notice or demand, to declare the unpaid balance of principal and accrued interest on this Note at once due and payable.

(b) If, after default, this Note is placed in the hands of an attorney for collection, or if collected through judicial proceedings or through a probate or bankruptcy court, the Maker shall pay, in addition to the sums referred to above, a reasonable sum as a collection or attorneys' fee and all other costs incurred by Payee in collection of the unpaid amounts due hereunder.

5. Exercise of Rights. No failure or delay on the part of the Payee in exercising any right, power or privilege hereunder and no course of dealing between the Maker and the Payee shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

6. Waiver. Except as may be otherwise provided herein, the makers, signers, sureties, guarantors, endorsers and any other party now or hereafter liable for the payment of this Note, in whole or in part, severally (i) waive demand, presentment for payment, notice of nonpayment, notice of dishonor, protest, notice of protest, notice of intent to demand or accelerate payment hereof, notice of acceleration and all other notices, filing of

suit and diligence in collecting this Note or enforcing any of the security herefor, (ii) agree to any substitution, subordination, exchange or the release of any such security or the release of any party primarily or secondarily liable hereon, (iii) agree that Payee shall not be required first to institute suit or exhaust its remedies hereon against the Maker or others liable or to become liable hereon or to enforce its rights against them or any security herefor, and (iv) consent to any extension or postponement of time of payment of this Note and to any other indulgence with respect hereto without notice thereof to any of them.

7. Agreement to Subordinate.

(a) The Maker agrees, and the holder of this Note by accepting this Note agrees, that the principal amount of the indebtedness evidenced by this Note is subordinated to the prior payment in full of that certain Full Replacement Secured Promissory Note of the Maker dated _____, 1992 in the original principal amount of $750,000 payable to the order of Glenfed (the "Senior Indebtedness"), and the Maker agrees to make no payment of principal on this Note until the Senior Indebtedness is paid in full. These subordination provisions are made for the benefit of the holder of the Senior Indebtedness. These subordination provisions shall constitute a continuing offer to all persons who, in reliance upon such provisions, become holders of, or continue to hold, Senior Indebtedness, and such holders are made obligees hereunder and they or each of them may enforce such provisions.

(b) In the event that the Maker shall make any payment of principal to the holder of this Note on account of this Note in violation of this Section 7, then such payment shall be held by the holder of this Note in trust for and forthwith delivered to the holders of Senior Indebtedness for application to Senior Indebtedness to the extent necessary to pay all Senior Indebtedness in full in accordance with its terms.

(c) The Payee agrees that, so long as any of the Senior Indebtedness shall remain unpaid, the Payee shall not seek to enforce any of its rights against the Maker in connection with this Note, either at law or equity, including, but not limited to, the right to accelerate the payment of this Note.

8. Usury. It being the intention of the parties hereto to conform strictly to the applicable usury laws, all agreements between the Maker and Payee, whether now existing or hereafter arising and whether written or oral, are hereby expressly limited so that in no event, whether by reason of acceleration of the

maturity hereof or otherwise, shall the amount paid or agreed to be paid to Payee for the use, forbearance, or detention of money hereunder or otherwise exceed the maximum amount permissible under applicable law. If fulfillment of any provision hereof or of any agreement, or other document, evidencing or securing the indebtedness evidenced hereby, at the time performance of such provision shall be due shall involve transcending the limit of validity prescribed by law, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity; and if Payee shall ever receive anything of value deemed interest under applicable law which would exceed interest at the highest lawful rate, an amount equal to any excessive interest shall be applied to the reduction of the principal amount owing hereunder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof, such excess shall be refunded to the Maker. All sums paid or agreed to be paid to Payee for the use, forbearance, or detention of the indebtedness of the Maker to Payee shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full term of such indebtedness so that the rate of interest on account of such indebtedness is uniform throughout the term thereof. The provisions of this paragraph shall control all agreements between the Maker and Payee.

9. CHOICE OF LAW. **THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH TEXAS LAW WITHOUT GIVING EFFECT TO THE CHOICE OF LAW OR CONFLICT OF LAWS RULES THEREOF.**

IN WITNESS WHEREOF, the Maker has duly executed this Note as of the date and year first above written.

BESTWAY RENTAL, INC.

By: R Bruce Reed
Name: R Bruce Reed
Title: President

AGREED TO AND ACCEPTED:

O'DONNELL & MASUR, L.P.

By:
Name: James A. O'Donnell
Title: General Partner

adc/00123/0055.docs/CM.LPNote2 - general
Wed Feb 26 11:47:31 1992

SENIOR SUBORDINATED PROMISSORY NOTE

$500,000 Mar 4, 1992

FOR VALUE RECEIVED, Bestway Rental, Inc., a Delaware corporation (the "Maker"), hereby promises to pay to the order of Euless Aero Components, Inc., a Texas corporation ("Payee"), at such place as from time to time may be designated by the holder of this Note, the principal sum of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($500,000), together with interest on the principal balance from time to time remaining unpaid from the date hereof until default or maturity at a rate per annum equal to the lesser of (i) the rate of interest designated by Bank One-Texas, N.A. from time to time as the Prime Rate, which rate is merely a reference rate and is not intended to be the lowest rate of interest charged by banks in connection with extensions of credit to debtors, plus one and one-half percent (1½%) per annum, calculated on the basis of the actual number of calendar days elapsed but computed as if each year consisted of three hundred sixty (360) days and (ii) the maximum lawful rate of interest that may be charged under the applicable laws of the State of Texas (the "Agreement Rate").

1. Interest Payable. Interest hereunder from the date hereof shall be due and payable (i) monthly in arrears on the last day of each calendar month, commencing on March 31, 1992, and continuing on the last day of each month thereafter, until maturity, (ii) upon the payment or prepayment, in full or in part, of any principal hereunder, (iii) at the maturity of this Note (whether at the stated maturity, by acceleration or otherwise), at which time the entire unpaid principal balance hereof, together with all unpaid accrued interest thereon, shall be due and payable, and (iv) after maturity, on demand.

2. Principal Payable. Subject to Section 7 hereof, the unpaid principal balance of this Note and accrued, unpaid interest shall be due and payable in full on August 31, 1993 from the date hereof.

3. Terms.

(a) Each payment, including each prepayment, received by the Payee shall be applied first to late charges and collection expenses, if any, then to the payment of accrued but unpaid interest due hereunder, and then to the reduction of the unpaid principal balance hereof.

(b) The principal of this Note may be prepaid, in whole or in part, at any time or from time to time, at the option of the Maker without premium or penalty, together with interest accrued on the prepaid principal amount to the prepayment date.

(c) All past due principal and interest on this Note shall bear interest at the Agreement Rate from maturity until paid.

(d) If any payment on this Note becomes due and payable on a Saturday, Sunday or other day on which commercial banks located in Dallas, Texas are authorized or required by law to close, the maturity thereof shall be extended to the next succeeding business day and, with respect to payments of principal, interest thereon shall be payable at the then applicable rate during such extension.

4. Default.

(a) If a default should occur in the payment of any installment hereof, either principal or interest, promptly when the same shall be due and payable hereunder and shall continue without cure for thirty (30) days after such installment is so due and payable, or if there is any default under any instrument securing payment hereof, then Payee shall have the right and option, without notice or demand, to declare the unpaid balance of principal and accrued interest on this Note at once due and payable.

(b) If, after default, this Note is placed in the hands of an attorney for collection, or if collected through judicial proceedings or through a probate or bankruptcy court, the Maker shall pay, in addition to the sums referred to above, a reasonable sum as a collection or attorneys' fee and all other costs incurred by Payee in collection of the unpaid amounts due hereunder.

5. Exercise of Rights. No failure or delay on the part of the Payee in exercising any right, power or privilege hereunder and no course of dealing between the Maker and the Payee shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

6. Waiver. Except as may be otherwise provided herein, the makers, signers, sureties, guarantors, endorsers and any other party now or hereafter liable for the payment of this Note, in whole or in part, severally (i) waive demand, presentment for payment, notice of nonpayment, notice of dishonor, protest, notice

of protest, notice of intent to demand or accelerate payment hereof, notice of acceleration and all other notices, filing of suit and diligence in collecting this Note or enforcing any of the security herefor, (ii) agree to any substitution, subordination, exchange or the release of any such security or the release of any party primarily or secondarily liable hereon, (iii) agree that Payee shall not be required first to institute suit or exhaust its remedies hereon against the Maker or others liable or to become liable hereon or to enforce its rights against them or any security herefor, and (iv) consent to any extension or postponement of time of payment of this Note and to any other indulgence with respect hereto without notice thereof to any of them.

7. Agreement to Subordinate.

(a) The Maker agrees, and the holder of this Note by accepting this Note agrees, that the principal amount of the indebtedness evidenced by this Note is subordinated to the prior payment in full of that certain Full Replacement Secured Promissory Note of the Maker dated _____, 1992 in the original principal amount of $750,000 payable to the order of Glenfed (the "Senior Indebtedness"), and the Maker agrees to make no payment of principal on this Note until the Senior Indebtedness is paid in full. These subordination provisions are made for the benefit of the holder of the Senior Indebtedness. These subordination provisions shall constitute a continuing offer to all persons who, in reliance upon such provisions, become holders of, or continue to hold, Senior Indebtedness, and such holders are made obligees hereunder and they or each of them may enforce such provisions.

(b) In the event that the Maker shall make any payment of principal to the holder of this Note on account of this Note in violation of this Section 7, then such payment shall be held by the holder of this Note in trust for and forthwith delivered to the holders of Senior Indebtedness for application to Senior Indebtedness to the extent necessary to pay all Senior Indebtedness in full in accordance with its terms.

(c) The Payee agrees that, so long as any of the Senior Indebtedness shall remain unpaid, the Payee shall not seek to enforce any of its rights against the Maker in connection with this Note, either at law or equity, including, but not limited to, the right to accelerate the payment of this Note.

8. Usury. It being the intention of the parties hereto to conform strictly to the applicable usury laws, all agreements between the Maker and Payee, whether now existing or hereafter

arising and whether written or oral, are hereby expressly limited so that in no event, whether by reason of acceleration of the maturity hereof or otherwise, shall the amount paid or agreed to be paid to Payee for the use, forbearance, or detention of money hereunder or otherwise exceed the maximum amount permissible under applicable law. If fulfillment of any provision hereof or of any agreement, or other document, evidencing or securing the indebtedness evidenced hereby, at the time performance of such provision shall be due shall involve transcending the limit of validity prescribed by law, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity; and if Payee shall ever receive anything of value deemed interest under applicable law which would exceed interest at the highest lawful rate, an amount equal to any excessive interest shall be applied to the reduction of the principal amount owing hereunder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof, such excess shall be refunded to the Maker. All sums paid or agreed to be paid to Payee for the use, forbearance, or detention of the indebtedness of the Maker to Payee shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full term of such indebtedness so that the rate of interest on account of such indebtedness is uniform throughout the term thereof. The provisions of this paragraph shall control all agreements between the Maker and Payee.

9. CHOICE OF LAW. **THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH TEXAS LAW WITHOUT GIVING EFFECT TO THE CHOICE OF LAW OR CONFLICT OF LAWS RULES THEREOF.**

IN WITNESS WHEREOF, the Maker has duly executed this Note as of the date and year first above written.

BESTWAY RENTAL, INC.

By: R Brooks Reed
Name: R Brooks Reed
Title: President

AGREED TO AND ACCEPTED:

EULESS AERO COMPONENTS, INC.

By: David J Tomin
Name: DAVID J TOMIN
Title: VICE PRESIDENT

Copy Pack

ade/00123/0055.docs/EACNote2 - general
Wed Feb 26 11:21:55 1992

PAY TO THE ORDER OF BANK ONE TEXAS, N.A. WITH RECOURSE.

BY: David J Terrell

NAME: David J Terrell

TITLE: Vice President

SENIOR SUBORDINATED PROMISSORY NOTE

$200,000 Mar 4, 1992

FOR VALUE RECEIVED, Bestway Rental, Inc., a Delaware corporation (the "Maker"), hereby promises to pay to the order of Search Exploration, Inc., a Texas corporation ("Payee"), at such place as from time to time may be designated by the holder of this Note, the principal sum of TWO HUNDRED THOUSAND AND NO/100 DOLLARS ($200,000), together with interest on the principal balance from time to time remaining unpaid from the date hereof until default or maturity at a rate per annum equal to the lesser of (i) twelve percent (12%) per annum, calculated on the basis of the actual number of calendar days elapsed but computed as if each year consisted of three hundred sixty (360) days and (ii) the maximum lawful rate of interest that may be charged under the applicable laws of the State of Texas (the "Agreement Rate").

1. Interest Payable. Interest hereunder from the date hereof shall be due and payable (i) monthly in arrears on the last day of each calendar month, commencing on March 31, 1992, and continuing on the last day of each month thereafter, until maturity, (ii) upon the payment or prepayment, in full or in part, of any principal hereunder, (iii) at the maturity of this Note (whether at the stated maturity, by acceleration or otherwise), at which time the entire unpaid principal balance hereof, together with all unpaid accrued interest thereon, shall be due and payable, and (iv) after maturity, on demand.

2. Principal Payable. Subject to Section 7 hereof, the unpaid principal balance of this Note and accrued, unpaid interest shall be due and payable in full on August 31, 1993 from the date hereof.

3. Terms.

(a) Each payment, including each prepayment, received by the Payee shall be applied first to late charges and collection expenses, if any, then to the payment of accrued but unpaid interest due hereunder, and then to the reduction of the unpaid principal balance hereof.

(b) The principal of this Note may be prepaid, in whole or in part, at any time or from time to time, at the option of the Maker without premium or penalty, together with interest accrued on the prepaid principal amount to the prepayment date.

(c) All past due principal and interest on this Note shall bear interest at the Agreement Rate from maturity until paid.

(d) If any payment on this Note becomes due and payable on a Saturday, Sunday or other day on which commercial banks located in Dallas, Texas are authorized or required by law to close, the maturity thereof shall be extended to the next succeeding business day and, with respect to payments of principal, interest thereon shall be payable at the then applicable rate during such extension.

4. Default.

(a) If a default should occur in the payment of any installment hereof, either principal or interest, promptly when the same shall be due and payable hereunder and shall continue without cure for thirty (30) days after such installment is so due and payable, or if there is any default under any instrument securing payment hereof, then Payee shall have the right and option, without notice or demand, to declare the unpaid balance of principal and accrued interest on this Note at once due and payable.

(b) If, after default, this Note is placed in the hands of an attorney for collection, or if collected through judicial proceedings or through a probate or bankruptcy court, the Maker shall pay, in addition to the sums referred to above, a reasonable sum as a collection or attorneys' fee and all other costs incurred by Payee in collection of the unpaid amounts due hereunder.

5. Exercise of Rights. No failure or delay on the part of the Payee in exercising any right, power or privilege hereunder and no course of dealing between the Maker and the Payee shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

6. Waiver. Except as may be otherwise provided herein, the makers, signers, sureties, guarantors, endorsers and any other party now or hereafter liable for the payment of this Note, in whole or in part, severally (i) waive demand, presentment for payment, notice of nonpayment, notice of dishonor, protest, notice of protest, notice of intent to demand or accelerate payment hereof, notice of acceleration and all other notices, filing of suit and diligence in collecting this Note or enforcing any of the security herefor, (ii) agree to any substitution, subordination, exchange or the release of any such security or the release of any party primarily or secondarily liable hereon, (iii) agree that

Payee shall not be required first to institute suit or exhaust its remedies hereon against the Maker or others liable or to become liable hereon or to enforce its rights against them or any security herefor, and (iv) consent to any extension or postponement of time of payment of this Note and to any other indulgence with respect hereto without notice thereof to any of them.

7. Agreement to Subordinate.

(a) The Maker agrees, and the holder of this Note by accepting this Note agrees, that the principal amount of the indebtedness evidenced by this Note is subordinated to the prior payment in full of that certain Full Replacement Secured Promissory Note of the Maker dated _____, 1992 in the original principal amount of $750,000 payable to the order of Glenfed (the "Senior Indebtedness"), and the Maker agrees to make no payment of principal on this Note until the Senior Indebtedness is paid in full. These subordination provisions are made for the benefit of the holder of the Senior Indebtedness. These subordination provisions shall constitute a continuing offer to all persons who, in reliance upon such provisions, become holders of, or continue to hold, Senior Indebtedness, and such holders are made obligees hereunder and they or each of them may enforce such provisions.

(b) In the event that the Maker shall make any payment of principal to the holder of this Note on account of this Note in violation of this Section 7, then such payment shall be held by the holder of this Note in trust for and forthwith delivered to the holders of Senior Indebtedness for application to Senior Indebtedness to the extent necessary to pay all Senior Indebtedness in full in accordance with its terms.

(c) The Payee agrees that, so long as any of the Senior Indebtedness shall remain unpaid, the Payee shall not seek to enforce any of its rights against the Maker in connection with this Note, either at law or equity, including, but not limited to, the right to accelerate the payment of this Note.

8. Usury. It being the intention of the parties hereto to conform strictly to the applicable usury laws, all agreements between the Maker and Payee, whether now existing or hereafter arising and whether written or oral, are hereby expressly limited so that in no event, whether by reason of acceleration of the maturity hereof or otherwise, shall the amount paid or agreed to be paid to Payee for the use, forbearance, or detention of money hereunder or otherwise exceed the maximum amount permissible under applicable law. If fulfillment of any provision hereof or of any

agreement, or other document, evidencing or securing the indebtedness evidenced hereby, at the time performance of such provision shall be due shall involve transcending the limit of validity prescribed by law, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity; and if Payee shall ever receive anything of value deemed interest under applicable law which would exceed interest at the highest lawful rate, an amount equal to any excessive interest shall be applied to the reduction of the principal amount owing hereunder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof, such excess shall be refunded to the Maker. All sums paid or agreed to be paid to Payee for the use, forbearance, or detention of the indebtedness of the Maker to Payee shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full term of such indebtedness so that the rate of interest on account of such indebtedness is uniform throughout the term thereof. The provisions of this paragraph shall control all agreements between the Maker and Payee.

9. **CHOICE OF LAW. THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH TEXAS LAW WITHOUT GIVING EFFECT TO THE CHOICE OF LAW OR CONFLICT OF LAWS RULES THEREOF.**

IN WITNESS WHEREOF, the Maker has duly executed this Note as of the date and year first above written.

BESTWAY RENTAL, INC.

By: R. Brooks Reed
Name: R. Brooks Reed
Title: President

AGREED TO AND ACCEPTED:

Jack E. Meyer

Jack E. Meyer

wdc/00123/0055.doc/JMeyrNote2 - general
Wed Feb 26 11:55:01 1992

RECD S E C
MAR 16 '992

SENIOR SUBORDINATED PROMISSORY NOTE

$100,000 147

Mar 4, 1992

FOR VALUE RECEIVED, Bestway Rental, Inc., a Delaware corporation (the "Maker"), hereby promises to pay to the order of Jack E. Meyer ("Payee"), at such place as from time to time may be designated by the holder of this Note, the principal sum of ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000), together with interest on the principal balance from time to time remaining unpaid from the date hereof until default or maturity at a rate per annum equal to the lesser of (i) twelve percent (12%) per annum, calculated on the basis of the actual number of calendar days elapsed but computed as if each year consisted of three hundred sixty (360) days and (ii) the maximum lawful rate of interest that may be charged under the applicable laws of the State of Texas (the "Agreement Rate").

1. Interest Payable. Interest hereunder from the date hereof shall be due and payable (i) monthly in arrears on the last day of each calendar month, commencing on March 31, 1992, and continuing on the last day of each month thereafter, until maturity, (ii) upon the payment or prepayment, in full or in part, of any principal hereunder, (iii) at the maturity of this Note (whether at the stated maturity, by acceleration or otherwise), at which time the entire unpaid principal balance hereof, together with all unpaid accrued interest thereon, shall be due and payable, and (iv) after maturity, on demand.

2. Principal Payable. Subject to Section 7 hereof, the unpaid principal balance of this Note and accrued, unpaid interest shall be due and payable in full on August 31, 1993 from the date hereof.

3. Terms.

(a) Each payment, including each prepayment, received by the Payee shall be applied first to late charges and collection expenses, if any, then to the payment of accrued but unpaid interest due hereunder, and then to the reduction of the unpaid principal balance hereof.

(b) The principal of this Note may be prepaid, in whole or in part, at any time or from time to time, at the option of the Maker without premium or penalty, together with interest accrued on the prepaid principal amount to the prepayment date.

(c) All past due principal and interest on this Note shall bear interest at the Agreement Rate from maturity until paid.

(d) If any payment on this Note becomes due and payable on a Saturday, Sunday or other day on which commercial banks located in Dallas, Texas are authorized or required by law to close, the maturity thereof shall be extended to the next succeeding business day and, with respect to payments of principal, interest thereon shall be payable at the then applicable rate during such extension.

4. Default.

(a) If a default should occur in the payment of any installment hereof, either principal or interest, promptly when the same shall be due and payable hereunder and shall continue without cure for thirty (30) days after such installment is so due and payable, or if there is any default under any instrument securing payment hereof, then Payee shall have the right and option, without notice or demand, to declare the unpaid balance of principal and accrued interest on this Note at once due and payable.

(b) If, after default, this Note is placed in the hands of an attorney for collection, or if collected through judicial proceedings or through a probate or bankruptcy court, the Maker shall pay, in addition to the sums referred to above, a reasonable sum as a collection or attorneys' fee and all other costs incurred by Payee in collection of the unpaid amounts due hereunder.

5. Exercise of Rights. No failure or delay on the part of the Payee in exercising any right, power or privilege hereunder and no course of dealing between the Maker and the Payee shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

6. Waiver. Except as may be otherwise provided herein, the makers, signers, sureties, guarantors, endorsers and any other party now or hereafter liable for the payment of this Note, in whole or in part, severally (i) waive demand, presentment for payment, notice of nonpayment, notice of dishonor, protest, notice of protest, notice of intent to demand or accelerate payment hereof, notice of acceleration and all other notices, filing of suit and diligence in collecting this Note or enforcing any of the security herefor, (ii) agree to any substitution, subordination, exchange or the release of any such security or the release of any party primarily or secondarily liable hereon, (iii) agree that

Payee shall not be required first to institute suit or exhaust its remedies hereon against the Maker or others liable or to become liable hereon or to enforce its rights against them or any security herefor, and (iv) consent to any extension or postponement of time of payment of this Note and to any other indulgence with respect hereto without notice thereof to any of them.

7. Agreement to Subordinate.

(a) The Maker agrees, and the holder of this Note by accepting this Note agrees, that the principal amount of the indebtedness evidenced by this Note is subordinated to the prior payment in full of that certain Full Replacement Secured Promissory Note of the Maker dated _____, 1992 in the original principal amount of $750,000 payable to the order of Glenfed (the "Senior Indebtedness"), and the Maker agrees to make no payment of principal on this Note until the Senior Indebtedness is paid in full. These subordination provisions are made for the benefit of the holder of the Senior Indebtedness. These subordination provisions shall constitute a continuing offer to all persons who, in reliance upon such provisions, become holders of, or continue to hold, Senior Indebtedness, and such holders are made obligees hereunder and they or each of them may enforce such provisions.

(b) In the event that the Maker shall make any payment of principal to the holder of this Note on account of this Note in violation of this Section 7, then such payment shall be held by the holder of this Note in trust for and forthwith delivered to the holders of Senior Indebtedness for application to Senior Indebtedness to the extent necessary to pay all Senior Indebtedness in full in accordance with its terms.

(c) The Payee agrees that, so long as any of the Senior Indebtedness shall remain unpaid, the Payee shall not seek to enforce any of its rights against the Maker in connection with this Note, either at law or equity, including, but not limited to, the right to accelerate the payment of this Note.

8. Usury. It being the intention of the parties hereto to conform strictly to the applicable usury laws, all agreements between the Maker and Payee, whether now existing or hereafter arising and whether written or oral, are hereby expressly limited so that in no event, whether by reason of acceleration of the maturity hereof or otherwise, shall the amount paid or agreed to be paid to Payee for the use, forbearance, or detention of money hereunder or otherwise exceed the maximum amount permissible under applicable law. If fulfillment of any provision hereof or of any

agreement, or other document, evidencing or securing the indebtedness evidenced hereby, at the time performance of such provision shall be due shall involve transcending the limit of validity prescribed by law, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity; and if Payee shall ever receive anything of value deemed interest under applicable law which would exceed interest at the highest lawful rate, an amount equal to any excessive interest shall be applied to the reduction of the principal amount owing hereunder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof, such excess shall be refunded to the Maker. All sums paid or agreed to be paid to Payee for the use, forbearance, or detention of the indebtedness of the Maker to Payee shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full term of such indebtedness so that the rate of interest on account of such indebtedness is uniform throughout the term thereof. The provisions of this paragraph shall control all agreements between the Maker and Payee.

9. CHOICE OF LAW. **THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH TEXAS LAW WITHOUT GIVING EFFECT TO THE CHOICE OF LAW OR CONFLICT OF LAWS RULES THEREOF.**

IN WITNESS WHEREOF, the Maker has duly executed this Note as of the date and year first above written.

BESTWAY RENTAL, INC.

By: _____
Name: _____
Title: _____

AGREED TO AND ACCEPTED:

SEARCH EXPLORATION, INC.

By: _____
Name: _____
Title: _____

adc/00123/0055.docs/BExplNote7 - general
Wed Feb 26 11:41:44 1992